


UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
**CHARGE AGAINST LABOR ORGANIZATION
OR ITS AGENTS**

DO NOT WRITE IN THIS SPACE	
Case 18-CD-294056	Date Filed 4/12/22

INSTRUCTIONS: File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. LABOR ORGANIZATION OR ITS AGENTS AGAINST WHICH CHARGE IS BROUGHT			
a. Name International Union of Operating Engineers, Local 150, AFL-CIO		b. Union Representative to contact Robert A. Paszta	
c. Address (Street, city, state, and ZIP code) 6140 Joliet Road, Countryside, IL 60525		d. Tel. No. 708-579-6663	e. Cell No.
		f. Fax No. 708-588-1647	
		g. e-mail rpaszta@local150.org	
h. The above-named labor organization has engaged in and is engaging in unfair labor practices within the meaning of section 8(b) and (list subsections) 4(D) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.			
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices) Since on or about June 10, 2021 until present time, the International Union of Operating Engineers, Local 150 ("Union") has harassed, threatened and intimidated representatives of Ryan Companies US, Inc. ("Company") and/or subcontractors of the Company and employees who work for other companies and are represented by different Unions. The Union has also committed safety violations at the job site that is the location of jurisdictional dispute. This activity has taken place in violation of 8(b)(4)(D) of the National Labor Relations Act in an attempt to force or require the Company to assign certain work to the Union that is being performed by employees represented by other unions with whom the Company has signatory relationships.			
3. Name of Employer Ryan Companies US, Inc.		4a. Tel. No. 319-731-2822	b. Cell No. 319-270-9649
		c. Fax No.	
		d. e-mail doug.white@ryancompanies.com	
5. Location of plant involved (street, city, state and ZIP code) 625 1st Street SE, Suite 175 Cedar Rapids, IA 52401		6. Employer representative to contact Nancy A. Wood	
7. Type of establishment (factory, mine, wholesaler, etc.) Construction	8. Identify principal product or service Building and Design		9. Number of workers employed 500+
10. Full name of party filing charge Nancy A. Wood			
11. Address of party filing charge (street, city, state and ZIP code) One South Gilbert Street, Iowa City, IA 52240		11a. Tel. No. 319-358-5563	b. Cell No.
		c. Fax No. 319-358-5560	
		d. e-mail nwood@bradleyriley.com	
12. DECLARATION I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.  (signature of representative or person making charge) Nancy A. Wood (Attorney) (Print/type name and title or office, if any)		Tel. No. 319-358-5563	
		Cell No.	
		Fax No. 319-358-5560	
		e-mail nwood@bradleyriley.com	
Address <u>One South Gilbert Street, Iowa City, IA 52240</u>		Date <u>4/12/2022</u>	

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)
PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 *et seq.* The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information may cause the NLRB to decline to invoke its processes.

☐ Check this Box if Amended Charge changes a party name! Date Filed: 4/12/22

18-CD-294056

NxGen Allegations Sheet – Priority Cases

Inquiry # 1-3122954481 -

Case Name: International Union of Operating Engineers, Local 150, AFL-CIO (Ryan Companies US, Inc.)

Case Number: _____

Agent: Kaitlin

Supervisor: Ashok

Impact Analysis Category 3

Amended A = Add allegations R = Amend out

Bargaining Status: None ☒ Existing Contract ☐ Organizational Campaign ☐

Seeking Initial Contract ☐ Seeking Successor Contract ☐

Use backpay paragraph? Yes ☐ No ☐ Assistance in Spanish required? Yes ☐ No ☒

Hot Topic? Yes ☐ No ☒

Hot Topic ☐

8(b)(4)(A): CC

<input type="checkbox"/>	Lawsuits/Grievances
<input type="checkbox"/>	Picketing/Handbilling
<input type="checkbox"/>	Statements

8(b)(4)(B): CC

<input type="checkbox"/>	Lawsuits/Grievances
<input type="checkbox"/>	Picketing/Handbilling
<input type="checkbox"/>	Statements

8(b)(4)(C): CC

<input type="checkbox"/>	Lawsuits/Grievances
<input type="checkbox"/>	Picketing
<input type="checkbox"/>	Statements

8(b)(4)(D): CD

<input checked="" type="checkbox"/>	All Allegations
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8(b)(7)(A): CP

<input type="checkbox"/>	All Allegations
--------------------------	-----------------

8(b)(7)(B): CP

<input type="checkbox"/>	All Allegations
--------------------------	-----------------

8(b)(7)(C): CP

<input type="checkbox"/>	All Allegations
--------------------------	-----------------

8(e): CE

<input type="checkbox"/>	All Allegations Against an Employer
<input type="checkbox"/>	All Allegations Against a Labor Organization

8(g): CG

<input type="checkbox"/>	All Allegations
--------------------------	-----------------

Notes: _____

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 18**

**INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 150, AFL-CIO (RYAN
COMPANIES US, INC.)**

and

Case 18-CD-294056

NANCY WOOD, an Individual

NOTICE OF CHARGE FILED

PLEASE TAKE NOTICE that the attached charge has been filed alleging that International Union of Operating Engineers, Local 150, AFL-CIO has violated Section 8(b)(4)(D) of the National Labor Relations Act. The charge will be investigated by the Regional Office of Region 18. If after preliminary investigation, the Regional Director has reasonable cause to believe that complaint alleging a violation of Section 8(b)(4)(A), (B), or (C) should issue, the Region may seek injunctive relief as provided for in Section 10(l) of the Act.

Dated: April 15, 2022

/s/Jennifer A. Hadsall

JENNIFER A. HADSALL
REGIONAL DIRECTOR
NATIONAL LABOR RELATIONS BOARD
REGION 18
Federal Office Building
212 Third Avenue South, Suite 200
Minneapolis, MN 55401-2657



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

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Minneapolis, MN 55401-2657

Agency Website: www.nlr.gov
Telephone: (612)348-1757
Fax: (612)348-1785



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April 15, 2022

Robert A. Paszta, Attorney
International Union of Operating
Engineers, Local 150, AFL-CIO
6140 Joliet Road
Countryside, IL 60525

Re: International Union of Operating Engineers,
Local 150, AFL-CIO
(Ryan Companies US, Inc.)
Case 18-CD-294056

Dear Mr. Paszta:

Enclosed is a copy of a charge that has been filed in this case. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

Investigator: This charge is being investigated by Field Attorney KAITLIN E. KELLY whose telephone number is (952)703-2885. If the Board agent is not available, you may contact Supervisory Attorney ASHOK C. BOKDE whose telephone number is (952)703-2894.

Right to Representation: You have the right to be represented by an attorney or other representative in any proceeding before us. If you choose to be represented, your representative must notify us in writing of this fact as soon as possible by completing *Form NLRB-4701, Notice of Appearance*. This form is available on our website, www.nlr.gov, or from an NLRB office upon your request.

If you are contacted by someone about representing you in this case, please be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the National Labor Relations Board. Their knowledge regarding this proceeding was only obtained through access to information that must be made available to any member of the public under the Freedom of Information Act.

Presentation of Your Evidence: We seek prompt resolutions of labor disputes. Therefore, I urge you or your representative to submit a complete written account of the facts and a statement of your position with respect to the allegations set forth in the charge as soon as possible. If the Board agent later asks for more evidence, I strongly urge you or your representative to cooperate fully by promptly presenting all evidence relevant to the investigation. In this way, the case can be fully investigated more quickly.

April 15, 2022

Full and complete cooperation includes providing witnesses to give sworn affidavits to a Board agent and providing all relevant documentary evidence requested by the Board agent. Sending us your written account of the facts and a statement of your position is not enough to be considered full and complete cooperation. A refusal to fully cooperate during the investigation might cause a case to be litigated unnecessarily.

We will not honor requests to limit our use of position statements or evidence. Specifically, any material you submit may be introduced as evidence at a hearing before an administrative law judge regardless of claims of confidentiality. However, certain evidence produced at a hearing may be protected from public disclosure by demonstrated claims of confidentiality.

Further, the Freedom of Information Act may require that we disclose position statements or evidence in closed cases upon request, unless an exemption applies, such as those protecting confidential financial information or personal privacy interests.

Correspondence: All documents submitted to the Region regarding your case **MUST** be filed through the Agency's website, www.nlr.gov. This includes all formal pleadings, briefs, as well as affidavits, documentary evidence, and position statements. The Agency requests all evidence submitted electronically to be in the form it is normally used and maintained in the course of business (i.e., native format). Where evidence submitted electronically is not in native format, it should be submitted in a manner that retains the essential functionality of the native format (i.e., in a machine-readable and searchable electronic format).

If you have questions about the submission of evidence or expect to deliver a large quantity of electronic records, please promptly contact the Board agent investigating the charge. If you cannot e-file your documents, you must provide a statement explaining why you do not have access to the means for filing electronically or why filing electronically would impose an undue burden.

In addition, this Region will be issuing case-related correspondence and documents, including complaints, compliance specifications, dismissal letters, deferral letters, and withdrawal letters, electronically to the email address you provide. Please ensure that you receive important case-related correspondence, please ensure that the Board Agent assigned to your case has your preferred email address. These steps will ensure that you receive correspondence faster and at a significantly lower cost to the taxpayer. If there is some reason you are unable to receive correspondence via email, please contact the agent assigned to your case to discuss the circumstances that prevent you from using email.

Information about the Agency, the procedures we follow in unfair labor practice cases and our customer service standards is available on our website, www.nlr.gov or from an NLRB office upon your request. *NLRB Form 4541, Investigative Procedures* offers information that is helpful to parties involved in an investigation of an unfair labor practice charge.

International Union of Operating Engineers, - 3 -
Local 150, AFL-CIO (Ryan Companies US,
Inc.)
Case 18-CD-294056

April 15, 2022

We can provide assistance for persons with limited English proficiency or disability.
Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,

A handwritten signature in black ink, appearing to read "Jennifer Hadsall". The signature is fluid and cursive, with the first name "Jennifer" written in a larger, more prominent script than the last name "Hadsall".

JENNIFER A. HADSALL
Regional Director

Enclosures

1. Copy of Charge
2. Notice of Charge Filed

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 18**

**INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 150, AFL-CIO (RYAN
COMPANIES US, INC.)**

and

Case 18-CD-294056

NANCY WOOD, an Individual

AFFIDAVIT OF SERVICE OF CHARGE AND NOTICE OF CHARGE FILED

I, the undersigned employee of the National Labor Relations Board, state under oath that on April 15, 2022, I served the above-entitled document(s) by post-paid regular mail upon the following persons, addressed to them at the following addresses:

Robert A. Paszta, Attorney
International Union of Operating Engineers,
Local 150, AFL-CIO
6140 Joliet Road
Countryside, IL 60525

Nancy Wood
Ryan Companies US, Inc
625 1st Street SE, Suite 175
Cedar Rapids, IA 52401

Nancy Wood
One South Gilbert Street
Iowa City, IA 52240

April 15, 2022

Date

Alicia M. Holland, Designated Agent of
NLRB

Name

/s/Alicia M. Holland

Signature

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 18**

**INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 150, AFL-CIO (RYAN
COMPANIES US, INC.)**

and

Case 18-CD-294056

NANCY WOOD, an Individual

and

RYAN COMPANIES US, INC

NOTICE OF CHARGE FILED

PLEASE TAKE NOTICE that the attached charge has been filed alleging that International Union of Operating Engineers, Local 150, AFL-CIO has violated Section 8(b)(4)(D) of the National Labor Relations Act. The charge will be investigated by the Regional Office of Region 18. If after preliminary investigation, the Regional Director has reasonable cause to believe that complaint alleging a violation of Section 8(b)(4)(A), (B), or (C) should issue, the Region may seek injunctive relief as provided for in Section 10(l) of the Act.

Dated: April 15, 2022

/s/Jennifer A. Hadsall

JENNIFER A. HADSALL
REGIONAL DIRECTOR
NATIONAL LABOR RELATIONS BOARD
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212 Third Avenue South, Suite 200
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April 15, 2022

Nancy Wood
Ryan Companies US, Inc
625 1st Street SE, Suite 175
Cedar Rapids, IA 52401

Re: International Union of Operating Engineers,
Local 150, AFL-CIO
(Ryan Companies US, Inc.)
Case 18-CD-294056

Dear Ms. Wood:

Enclosed is a copy of a charge that has been filed in this case. Although this charge is not filed against you, it is necessary for us to obtain information from you to determine whether we have jurisdiction over this case. In the future we may also need to obtain evidence from you concerning the merits of the charge. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

Investigator: This charge is being investigated by Field Attorney KAITLIN E. KELLY whose telephone number is (952)703-2885. If the Board agent is not available, you may contact Supervisory Attorney ASHOK C. BOKDE whose telephone number is (952)703-2894.

Right to Representation: You have the right to be represented by an attorney or other representative in any proceeding before us. If you choose to be represented, your representative must notify us in writing of this fact as soon as possible by completing *Form NLRB-4701, Notice of Appearance*. This form is available on our website, www.nlrb.gov, or from an NLRB office upon your request.

If you are contacted by someone about representing you in this case, please be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the National Labor Relations Board. Their knowledge regarding this proceeding was only obtained through access to information that must be made available to any member of the public under the Freedom of Information Act.

Presentation of Your Evidence: We seek prompt resolutions of labor disputes. In cases such as this one, we try to complete our investigation within 72 hours of filing the charge. Therefore, I urge you or your representative to immediately submit the enclosed Commerce Questionnaire to enable us to determine whether the NLRB has jurisdiction over this dispute. If

April 15, 2022

you recently submitted this information in another case, or if you need assistance completing the form, please contact the Board agent.

If, during the investigation of this matter, the Board agent asks for evidence, I strongly urge you or your representative to promptly present all evidence relevant to the investigation. In this way, the case can be fully investigated more quickly.

We will not honor requests to limit our use of position statements or evidence. Specifically, any material you submit may be introduced as evidence at a hearing before an administrative law judge regardless of claims of confidentiality. However, certain evidence produced at a hearing may be protected from public disclosure by demonstrated claims of confidentiality.

Further, the Freedom of Information Act may require that we disclose position statements or evidence in closed cases upon request, unless an exemption applies, such as those protecting confidential financial information or personal privacy interests.

Preservation of all Potential Evidence: Please be mindful of your obligation to preserve all relevant documents and electronically stored information (ESI) in this case, and to take all steps necessary to avoid the inadvertent loss of information in your possession, custody or control. Relevant information includes, but is not limited to, paper documents and all ESI (e.g. SMS text messages, electronic documents, emails, and any data created by proprietary software tools) related to the above-captioned case.

Prohibition on Recording Affidavit Interviews: It is the policy of the General Counsel to prohibit affiants from recording the interview conducted by Board agents when subscribing Agency affidavits. Such recordings may impede the Agency's ability to safeguard the confidentiality of the affidavit itself, protect the privacy of the affiant and potentially compromise the integrity of the Region's investigation.

Correspondence: All documents submitted to the Region regarding your case MUST be filed through the Agency's website, www.nlrb.gov. This includes all formal pleadings, briefs, as well as affidavits, documentary evidence, and position statements. The Agency requests all evidence submitted electronically to be in the form it is normally used and maintained in the course of business (i.e., native format). Where evidence submitted electronically is not in native format, it should be submitted in a manner that retains the essential functionality of the native format (i.e., in a machine-readable and searchable electronic format).

If you have questions about the submission of evidence or expect to deliver a large quantity of electronic records, please promptly contact the Board agent investigating the charge. If you cannot e-file your documents, you must provide a statement explaining why you do not have access to the means for filing electronically or why filing electronically would impose an undue burden.

April 15, 2022

In addition, this Region will be issuing case-related correspondence and documents, including complaints, compliance specifications, dismissal letters, deferral letters, and withdrawal letters, electronically to the email address you provide. Please ensure that you receive important case-related correspondence, please ensure that the Board Agent assigned to your case has your preferred email address. These steps will ensure that you receive correspondence faster and at a significantly lower cost to the taxpayer. If there is some reason you are unable to receive correspondence via email, please contact the agent assigned to your case to discuss the circumstances that prevent you from using email.

Information about the Agency, the procedures we follow in unfair labor practice cases and our customer service standards is available on our website, www.nlrb.gov or from an NLRB office upon your request. *NLRB Form 4541, Investigative Procedures* offers information that is helpful to parties involved in an investigation of an unfair labor practice charge.

We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,

A handwritten signature in black ink, appearing to read "Jennifer Hadsall", written in a cursive style.

JENNIFER A. HADSALL
Regional Director

Enclosures

1. Copy of Charge
2. Notice of Charge Filed
3. Commerce Questionnaire

QUESTIONNAIRE ON COMMERCE INFORMATION

Please read carefully, answer all applicable items, and return to the NLRB Office. If additional space is required, please add a page and identify item number.

CASE NAME

CASE NUMBER
18-CD-294056

1. EXACT LEGAL TITLE OF ENTITY (As filed with State and/or stated in legal documents forming entity)

2. TYPE OF ENTITY

☐ CORPORATION ☐ LLC ☐ LLP ☐ PARTNERSHIP ☐ SOLE PROPRIETORSHIP ☐ OTHER (Specify)

3. IF A CORPORATION or LLC

A. STATE OF INCORPORATION
OR FORMATION

B. NAME, ADDRESS, AND RELATIONSHIP (e.g. parent, subsidiary) OF ALL RELATED ENTITIES

4. IF AN LLC OR ANY TYPE OF PARTNERSHIP, FULL NAME AND ADDRESS OF ALL MEMBERS OR PARTNERS

5. IF A SOLE PROPRIETORSHIP, FULL NAME AND ADDRESS OF PROPRIETOR

6. BRIEFLY DESCRIBE THE NATURE OF YOUR OPERATIONS (Products handled or manufactured, or nature of services performed).

7A. PRINCIPAL LOCATION:

7B. BRANCH LOCATIONS:

8. NUMBER OF PEOPLE PRESENTLY EMPLOYED

A. TOTAL:

B. AT THE ADDRESS INVOLVED IN THIS MATTER:

9. DURING THE MOST RECENT (Check the appropriate box): ☐ CALENDAR ☐ 12 MONTHS or ☐ FISCAL YEAR (FY DATES _____)

YES

NO

A. Did you provide services valued in excess of \$50,000 directly to customers outside your State? If no, indicate actual value.
\$ _____

B. If you answered no to 9A, did you provide services valued in excess of \$50,000 to customers in your State who purchased goods valued in excess of \$50,000 from directly outside your State? If no, indicate the value of any such services you provided. \$ _____

C. If you answered no to 9A and 9B, did you provide services valued in excess of \$50,000 to public utilities, transit systems, newspapers, health care institutions, broadcasting stations, commercial buildings, educational institutions, or retail concerns? If less than \$50,000, indicate amount. \$ _____

D. Did you sell goods valued in excess of \$50,000 directly to customers located outside your State? If less than \$50,000, indicate amount. \$ _____

E. If you answered no to 9D, did you sell goods valued in excess of \$50,000 directly to customers located inside your State who purchased other goods valued in excess of \$50,000 from directly outside your State? If less than \$50,000, indicate amount. \$ _____

F. Did you purchase and receive goods valued in excess of \$50,000 from directly outside your State? If less than \$50,000, indicate amount. \$ _____

G. Did you purchase and receive goods valued in excess of \$50,000 from enterprises who received the goods directly from points outside your State? If less than \$50,000, indicate amount. \$ _____

H. Gross Revenues from all sales or performance of services (Check the largest amount)

☐ \$100,000 ☐ \$250,000 ☐ \$500,000 ☐ \$1,000,000 or more If less than \$100,000, indicate amount.

I. Did you begin operations within the last 12 months? If yes, specify date: _____

10. ARE YOU A MEMBER OF AN ASSOCIATION OR OTHER EMPLOYER GROUP THAT ENGAGES IN COLLECTIVE BARGAINING?

☐ YES ☐ NO (If yes, name and address of association or group).

11. REPRESENTATIVE BEST QUALIFIED TO GIVE FURTHER INFORMATION ABOUT YOUR OPERATIONS

NAME

TITLE

E-MAIL ADDRESS

TEL. NUMBER

12. AUTHORIZED REPRESENTATIVE COMPLETING THIS QUESTIONNAIRE

NAME AND TITLE (Type or Print)

SIGNATURE

E-MAIL ADDRESS

DATE

PRIVACY ACT STATEMENT

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**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 18**

**INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 150, AFL-CIO (RYAN
COMPANIES US, INC.)**

and

Case 18-CD-294056

NANCY WOOD, an Individual

and

RYAN COMPANIES US, INC

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Dated: April 15, 2022

/s/Jennifer A. Hadsall

JENNIFER A. HADSALL
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April 15, 2022

Nancy Wood
One South Gilbert Street
Iowa City, IA 52240

Re: International Union of Operating Engineers,
Local 150, AFL-CIO (Ryan Companies US,
Inc.)
Case 18-CD-294056

Dear Ms. Wood:

The charge that you filed in this case on April 12, 2022 has been docketed as case number 18-CD-294056. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

Investigator: This charge is being investigated by Field Attorney KAITLIN E. KELLY whose telephone number is (952)703-2885. If the Board agent is not available, you may contact Supervisory Attorney ASHOK C. BOKDE whose telephone number is (952)703-2894.

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Presentation of Your Evidence: As the party who filed the charge in this case, it is your responsibility to meet with the Board agent to provide a sworn affidavit, or provide other witnesses to provide sworn affidavits, and to provide relevant documents within your possession. We seek to resolve labor disputes promptly and, in cases such as the one you filed alleging a violation of Section 8(b)(4)(D) of the Act, **we expect you to provide your affidavit(s) and other evidence within 24 hours of filing the charge.** If you have not yet scheduled a date and time for the Board agent to take your affidavit, please immediately contact the Board agent to

schedule the affidavit(s). If you fail to cooperate in promptly presenting your evidence, your charge may be dismissed without investigation.

We will not honor requests to limit our use of position statements or evidence. Specifically, any material you submit may be introduced as evidence at a hearing before an administrative law judge regardless of claims of confidentiality. However, certain evidence produced at a hearing may be protected from public disclosure by demonstrated claims of confidentiality.

Further, the Freedom of Information Act may require that we disclose position statements or evidence in closed cases upon request, unless an exemption applies, such as those protecting confidential financial information or personal privacy interests.

In addition, either you or your representative must complete the enclosed Commerce Questionnaire to enable us to determine whether the NLRB has jurisdiction over this dispute. If you recently submitted this information in another case, or if you need assistance completing the form, please contact the Board agent.

Preservation of all Potential Evidence: Please be mindful of your obligation to preserve all relevant documents and electronically stored information (ESI) in this case, and to take all steps necessary to avoid the inadvertent loss of information in your possession, custody or control. Relevant information includes, but is not limited to, paper documents and all ESI (e.g. SMS text messages, electronic documents, emails, and any data created by proprietary software tools) related to the above-captioned case.

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Information about the Agency, the procedures we follow in unfair labor practice cases and our customer service standards is available on our website, www.nlr.gov or from an NLRB office upon your request. *NLRB Form 4541, Investigative Procedures* offers information that is helpful to parties involved in an investigation of an unfair labor practice charge.

We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,

A handwritten signature in black ink, appearing to read "Jennifer Hadsall", written in a cursive style.

JENNIFER A. HADSALL
Regional Director

Enclosures

1. Copy of Charge
2. Notice of Charge Filed
3. Commerce Questionnaire

QUESTIONNAIRE ON COMMERCE INFORMATION

Please read carefully, answer all applicable items, and return to the NLRB Office. If additional space is required, please add a page and identify item number.

CASE NAME	CASE NUMBER 18-CD-294056
-----------	-----------------------------

1. EXACT LEGAL TITLE OF ENTITY (As filed with State and/or stated in legal documents forming entity)

2. TYPE OF ENTITY

☐ CORPORATION ☐ LLC ☐ LLP ☐ PARTNERSHIP ☐ SOLE PROPRIETORSHIP ☐ OTHER (Specify)

3. IF A CORPORATION or LLC

A. STATE OF INCORPORATION OR FORMATION	B. NAME, ADDRESS, AND RELATIONSHIP (e.g. parent, subsidiary) OF ALL RELATED ENTITIES
--	--

4. IF AN LLC OR ANY TYPE OF PARTNERSHIP, FULL NAME AND ADDRESS OF ALL MEMBERS OR PARTNERS

5. IF A SOLE PROPRIETORSHIP, FULL NAME AND ADDRESS OF PROPRIETOR

6. BRIEFLY DESCRIBE THE NATURE OF YOUR OPERATIONS (Products handled or manufactured, or nature of services performed).

7A. PRINCIPAL LOCATION:

7B. BRANCH LOCATIONS:

8. NUMBER OF PEOPLE PRESENTLY EMPLOYED

A. TOTAL:

B. AT THE ADDRESS INVOLVED IN THIS MATTER:

9. DURING THE MOST RECENT (Check the appropriate box): ☐ CALENDAR ☐ 12 MONTHS or ☐ FISCAL YEAR (FY DATES _____)

	YES	NO
A. Did you provide services valued in excess of \$50,000 directly to customers outside your State? If no, indicate actual value. \$ _____		
B. If you answered no to 9A, did you provide services valued in excess of \$50,000 to customers in your State who purchased goods valued in excess of \$50,000 from directly outside your State? If no, indicate the value of any such services you provided. \$ _____		
C. If you answered no to 9A and 9B, did you provide services valued in excess of \$50,000 to public utilities, transit systems, newspapers, health care institutions, broadcasting stations, commercial buildings, educational institutions, or retail concerns? If less than \$50,000, indicate amount. \$ _____		
D. Did you sell goods valued in excess of \$50,000 directly to customers located outside your State? If less than \$50,000, indicate amount. \$ _____		
E. If you answered no to 9D, did you sell goods valued in excess of \$50,000 directly to customers located inside your State who purchased other goods valued in excess of \$50,000 from directly outside your State? If less than \$50,000, indicate amount. \$ _____		
F. Did you purchase and receive goods valued in excess of \$50,000 from directly outside your State? If less than \$50,000, indicate amount. \$ _____		
G. Did you purchase and receive goods valued in excess of \$50,000 from enterprises who received the goods directly from points outside your State? If less than \$50,000, indicate amount. \$ _____		
H. Gross Revenues from all sales or performance of services (Check the largest amount) <input type="checkbox"/> \$100,000 <input type="checkbox"/> \$250,000 <input type="checkbox"/> \$500,000 <input type="checkbox"/> \$1,000,000 or more If less than \$100,000, indicate amount.		
I. Did you begin operations within the last 12 months? If yes, specify date: _____		

10. ARE YOU A MEMBER OF AN ASSOCIATION OR OTHER EMPLOYER GROUP THAT ENGAGES IN COLLECTIVE BARGAINING?

☐ YES ☐ NO (If yes, name and address of association or group).

11. REPRESENTATIVE BEST QUALIFIED TO GIVE FURTHER INFORMATION ABOUT YOUR OPERATIONS

NAME	TITLE	E-MAIL ADDRESS	TEL. NUMBER
------	-------	----------------	-------------

12. AUTHORIZED REPRESENTATIVE COMPLETING THIS QUESTIONNAIRE

NAME AND TITLE (Type or Print)	SIGNATURE	E-MAIL ADDRESS	DATE
--------------------------------	-----------	----------------	------

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing representation and/or unfair labor practice proceedings and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary. However, failure to supply the information may cause the NLRB to refuse to process any further a representation or unfair labor practice case, or may cause the NLRB to issue you a subpoena and seek enforcement of the subpoena in federal court.

From: [Kelly, Kaitlin](#)
To: nwood@bradleyriley.com
Subject: Priority Charge - IUOE Local 150, AFL-CIO (Ryan Companies US, Inc.) 18-CD-294056
Date: Friday, April 15, 2022 11:24:00 AM
Importance: High

Good Morning,

I am the board agent that has been assigned to investigate the charge that you filed against International Union of Operating Engineers, Local 150, AFL-CIO. You should have received a docketing letter from our office this morning. As the letter explains, given this charge alleges a violation of Section 8(b)(4)(D), it is a priority charge, and therefore affidavits and other evidence should be provided/filed within 24 hours. The affidavits would need to be scheduled for early next week. Any documentary evidence you have to submit can be e-filed into case 18-CD-294056. I would like to schedule a time to have a phone call to discuss the charge and who the Employer will provide for affidavits. Do you have availability this afternoon before 4:00 p.m.?

Thanks,

Kaitlin Kelly

Kaitlin Kelly, Field Attorney

NLRB Region 18

212 3rd Avenue South, Suite 200, Minneapolis, MN 55401

Direct Line: 952-703-2885

Email: Kaitlin.Kelly@nrlb.gov

Fax: (612)348-1785

IMPORTANT NOTICE: Effective **January 21, 2020**, all documentary evidence, including statements of position, exhibits, sworn statements, and/or other evidence submitted in an unfair labor practice or representation case **must be e-filed** through the Agency's website (www.nrlb.gov).

From: [Rob Paszta](#)
To: [Kelly, Kaitlin](#)
Subject: RE: NLRB Priority Charge - IUOE Local 150, AFL-CIO (Ryan Companies US, Inc.) 18-CD-294056
Date: Monday, April 18, 2022 2:00:22 PM

CAUTION: The sender of this message is external to the NLRB network. Please use care when clicking on links and responding with sensitive information. Forward suspicious emails to [nlrbirc@nrlb.gov](mailto:nlrbc@nrlb.gov).

Thank you for the update! That is the same project (and person generally) at issue in the lawsuit and denial of access ULP. I talked to (b) (6), (b) (7)(C) and (b) (6) can't think of anything that could have been even remotely construed as harassment/threat.

From: Kelly, Kaitlin <Kaitlin.Kelly@nrlb.gov>
Sent: Monday, April 18, 2022 1:41 PM
To: Rob Paszta <rpaszta@local150.org>
Subject: RE: NLRB Priority Charge - IUOE Local 150, AFL-CIO (Ryan Companies US, Inc.) 18-CD-294056

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Rob,

I have a very limited update. The charge does involve the jobsite known as "Project Scrabble." It is my understanding at this point that the allegations all concern alleged conduct of Local 150 (b) (6), (b) (7)(C) .

Kaitlin

Kaitlin Kelly, Field Attorney

NLRB Region 18

212 3rd Avenue South, Suite 200, Minneapolis, MN 55401

Direct Line: 952-703-2885

Email: Kaitlin.Kelly@nrlb.gov

Fax: (612)348-1785

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From: Kelly, Kaitlin
Sent: Monday, April 18, 2022 11:35 AM
To: Rob Paszta <rpaszta@local150.org>

Subject: RE: NLRB Priority Charge - IUOE Local 150, AFL-CIO (Ryan Companies US, Inc.) 18-CD-294056

Thanks for the initial response!

Kaitlin

Kaitlin Kelly, Field Attorney

NLRB Region 18

212 3rd Avenue South, Suite 200, Minneapolis, MN 55401

Direct Line: 952-703-2885

Email: Kaitlin.Kelly@nrlb.gov

Fax: (612)348-1785

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From: Rob Paszta <rpaszta@local150.org>

Sent: Monday, April 18, 2022 10:26 AM

To: Kelly, Kaitlin <Kaitlin.Kelly@nrlb.gov>

Subject: RE: NLRB Priority Charge - IUOE Local 150, AFL-CIO (Ryan Companies US, Inc.) 18-CD-294056

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Thank you Kaitlin. I appreciate the quick response and look forward to working with you on this charge.

My initial reaction is that this is a baseless charge which was filed in retaliation for Local 150's lawful enforcement of a subcontracting clause (Complaint in case 22-CV-4029, attached; *see also Laborers (Capital Drilling Supplies)*, 318 NLRB 809, 810 (1995)) and the Union's filing of an unfair labor practice charge for the Employer's denial of access to the project (NLRB Case 18-CA-291308). Ironically, the denial of access to the project was also in retaliation for the Union's enforcement of the subcontracting clause, as admitted by the Employer. A review of the complaint and ULP would provide a good background of how things have been going between the parties over the past few months.

I'm not sure what they are going to come up with for allegations of harassment/threats, but I can't imagine there is any merit to it. In any event, please let me know and I can work on getting you the Union's response as soon as possible.

Best,

Rob

From: Kelly, Kaitlin <Kaitlin.Kelly@nrlb.gov>
Sent: Monday, April 18, 2022 9:32 AM
To: Rob Paszta <rpaszta@local150.org>
Subject: RE: NLRB Priority Charge - IUOE Local 150, AFL-CIO (Ryan Companies US, Inc.) 18-CD-294056

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I took a closer look at the docketing letter, and it looks like the Region sent it via mail last Friday, which would explain why you haven't seen it yet. I've attached a copy of the charge and docketing letter to this email for your review. As of right now, I don't have any additional information regarding the charge beyond what is on the charge form. But when I know more about the basis of the charge, I will share it.

Kaitlin

Kaitlin Kelly, Field Attorney

NLRB Region 18

212 3rd Avenue South, Suite 200, Minneapolis, MN 55401

Direct Line: 952-703-2885

Email: Kaitlin.Kelly@nrlb.gov

Fax: (612)348-1785

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From: Rob Paszta <rpaszta@local150.org>
Sent: Monday, April 18, 2022 9:25 AM
To: Kelly, Kaitlin <Kaitlin.Kelly@nrlb.gov>
Subject: RE: NLRB Priority Charge - IUOE Local 150, AFL-CIO (Ryan Companies US, Inc.) 18-CD-294056

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Good morning Kaitlin,

I will be the point of contact, but this is the first I have heard of the charge. Can you please forward a copy and maybe we can try to talk at some point today for specific details?

Best,

Rob

From: Kelly, Kaitlin <Kaitlin.Kelly@nlrb.gov>

Sent: Monday, April 18, 2022 9:16 AM

To: Rob Paszta <rpaszta@local150.org>

Subject: NLRB Priority Charge - IUOE Local 150, AFL-CIO (Ryan Companies US, Inc.) 18-CD-294056

Importance: High

You don't often get email from kaitlin.kelly@nlrb.gov. [Learn why this is important](#)

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Good Morning,

I write regarding a charge that was filed by Ryan Companies US, Inc. against IUOE Local 150. The case number is 18-CD-294056. I am the board agent assigned to investigate the charge. You were listed by the Employer as the point of contact for the Union on the charge form. You should have received a docketing letter from the Region last Friday. The charge alleges an 8(b)(4)(D) allegation, threats/coercion/restraint with an object to obtain a disputed work assignment. This type of allegation/charge is a priority charge, so the investigation timeline is shorter than in a typical case. Please let me know if you will be handling the charge for the Union.

Sincerely,

Kaitlin Kelly

Kaitlin Kelly, Field Attorney

NLRB Region 18

212 3rd Avenue South, Suite 200, Minneapolis, MN 55401

Direct Line: 952-703-2885

Email: Kaitlin.Kelly@nlrb.gov

Fax: (612)348-1785

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From: [Kelly, Kaitlin](#)
To: ["Rob Paszta"](#)
Subject: RE: NLRB Priority Charge - IUOE Local 150, AFL-CIO (Ryan Companies US, Inc.) 18-CD-294056
Date: Monday, April 18, 2022 9:32:00 AM
Attachments: [DCK.18-CD-294056.Charged Party in CC and CD case.docx](#)
[CHG.18-CD-294056.IUOE Ryan Companies.pdf](#)

I took a closer look at the docketing letter, and it looks like the Region sent it via mail last Friday, which would explain why you haven't seen it yet. I've attached a copy of the charge and docketing letter to this email for your review. As of right now, I don't have any additional information regarding the charge beyond what is on the charge form. But when I know more about the basis of the charge, I will share it.

Kaitlin

Kaitlin Kelly, Field Attorney

NLRB Region 18

212 3rd Avenue South, Suite 200, Minneapolis, MN 55401

Direct Line: 952-703-2885

Email: Kaitlin.Kelly@nlrb.gov

Fax: (612)348-1785

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From: Rob Paszta <rpaszta@local150.org>
Sent: Monday, April 18, 2022 9:25 AM
To: Kelly, Kaitlin <Kaitlin.Kelly@nlrb.gov>
Subject: RE: NLRB Priority Charge - IUOE Local 150, AFL-CIO (Ryan Companies US, Inc.) 18-CD-294056

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Good morning Kaitlin,

I will be the point of contact, but this is the first I have heard of the charge. Can you please forward a copy and maybe we can try to talk at some point today for specific details?

Best,

Rob

From: Kelly, Kaitlin <Kaitlin.Kelly@nrlb.gov>

Sent: Monday, April 18, 2022 9:16 AM

To: Rob Paszta <rpaszta@local150.org>

Subject: NLRB Priority Charge - IUOE Local 150, AFL-CIO (Ryan Companies US, Inc.) 18-CD-294056

Importance: High

You don't often get email from kaitlin.kelly@nrlb.gov. [Learn why this is important](#)

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Good Morning,

I write regarding a charge that was filed by Ryan Companies US, Inc. against IUOE Local 150. The case number is 18-CD-294056. I am the board agent assigned to investigate the charge. You were listed by the Employer as the point of contact for the Union on the charge form. You should have received a docketing letter from the Region last Friday. The charge alleges an 8(b)(4)(D) allegation, threats/coercion/restraint with an object to obtain a disputed work assignment. This type of allegation/charge is a priority charge, so the investigation timeline is shorter than in a typical case. Please let me know if you will be handling the charge for the Union.

Sincerely,

Kaitlin Kelly

Kaitlin Kelly, Field Attorney

NLRB Region 18

212 3rd Avenue South, Suite 200, Minneapolis, MN 55401

Direct Line: 952-703-2885

Email: Kaitlin.Kelly@nrlb.gov


Fax: (612)348-1785

IMPORTANT NOTICE: Effective **January 21, 2020**, all documentary evidence, including statements of position, exhibits, sworn statements, and/or other evidence submitted in an unfair labor practice or representation case must be e-filed through the Agency's website (www.nrlb.gov).

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
**CHARGE AGAINST LABOR ORGANIZATION
OR ITS AGENTS**

DO NOT WRITE IN THIS SPACE	
Case 18-CD-294056	Date Filed 4/12/22

INSTRUCTIONS: File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. LABOR ORGANIZATION OR ITS AGENTS AGAINST WHICH CHARGE IS BROUGHT			
a. Name International Union of Operating Engineers, Local 150, AFL-CIO		b. Union Representative to contact Robert A. Paszta	
c. Address (Street, city, state, and ZIP code) 6140 Joliet Road, Countryside, IL 60525		d. Tel. No. 708-579-6663	e. Cell No.
		f. Fax No. 708-588-1647	
		g. e-mail rpaszta@local150.org	
h. The above-named labor organization has engaged in and is engaging in unfair labor practices within the meaning of section 8(b) and (list subsections) 4(D) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.			
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices) Since on or about June 10, 2021 until present time, the International Union of Operating Engineers, Local 150 ("Union") has harassed, threatened and intimidated representatives of Ryan Companies US, Inc. ("Company") and/or subcontractors of the Company and employees who work for other companies and are represented by different Unions. The Union has also committed safety violations at the job site that is the location of jurisdictional dispute. This activity has taken place in violation of 8(b)(4)(D) of the National Labor Relations Act in an attempt to force or require the Company to assign certain work to the Union that is being performed by employees represented by other unions with whom the Company has signatory relationships.			
3. Name of Employer Ryan Companies US, Inc.		4a. Tel. No. 319-731-2822	b. Cell No. 319-270-9649
		c. Fax No.	
		d. e-mail doug.white@ryancompanies.com	
5. Location of plant involved (street, city, state and ZIP code) 625 1st Street SE, Suite 175 Cedar Rapids, IA 52401		6. Employer representative to contact Nancy A. Wood	
7. Type of establishment (factory, mine, wholesaler, etc.) Construction	8. Identify principal product or service Building and Design		9. Number of workers employed 500+
10. Full name of party filing charge Nancy A. Wood			
11. Address of party filing charge (street, city, state and ZIP code) One South Gilbert Street, Iowa City, IA 52240		11a. Tel. No. 319-358-5563	b. Cell No.
		c. Fax No. 319-358-5560	
		d. e-mail nwood@bradleyriley.com	
12. DECLARATION I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.  (signature of representative or person making charge) Nancy A. Wood (Attorney) (Print/type name and title or office, if any)		Tel. No. 319-358-5563	
		Cell No.	
		Fax No. 319-358-5560	
		e-mail nwood@bradleyriley.com	
Address One South Gilbert Street, Iowa City, IA 52240		Date 4/12/2022	

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)
PRIVACY ACT STATEMENTSolicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 *et seq.* The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information may cause the NLRB to decline to invoke its processes.

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 18**

**INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 150, AFL-CIO (RYAN
COMPANIES US, INC.)**

and

Case 18-CD-294056

NANCY WOOD, an Individual

NOTICE OF CHARGE FILED

PLEASE TAKE NOTICE that the attached charge has been filed alleging that International Union of Operating Engineers, Local 150, AFL-CIO has violated Section 8(b)(4)(D) of the National Labor Relations Act. The charge will be investigated by the Regional Office of Region 18. If after preliminary investigation, the Regional Director has reasonable cause to believe that complaint alleging a violation of Section 8(b)(4)(A), (B), or (C) should issue, the Region may seek injunctive relief as provided for in Section 10(l) of the Act.

Dated: April 15, 2022

/s/Jennifer A. Hadsall

JENNIFER A. HADSALL
REGIONAL DIRECTOR
NATIONAL LABOR RELATIONS BOARD
REGION 18
Federal Office Building
212 Third Avenue South, Suite 200
Minneapolis, MN 55401-2657



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 18
Federal Office Building
212 Third Avenue South, Suite 200
Minneapolis, MN 55401-2657

Agency Website: www.nlr.gov
Telephone: (612)348-1757
Fax: (612)348-1785



Download
NLRB
Mobile App

April 15, 2022

Robert A. Paszta, Attorney
International Union of Operating
Engineers, Local 150, AFL-CIO
6140 Joliet Road
Countryside, IL 60525

Re: International Union of Operating Engineers,
Local 150, AFL-CIO
(Ryan Companies US, Inc.)
Case 18-CD-294056

Dear Mr. Paszta:

Enclosed is a copy of a charge that has been filed in this case. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

Investigator: This charge is being investigated by Field Attorney KAITLIN E. KELLY whose telephone number is (952)703-2885. If the Board agent is not available, you may contact Supervisory Attorney ASHOK C. BOKDE whose telephone number is (952)703-2894.

Right to Representation: You have the right to be represented by an attorney or other representative in any proceeding before us. If you choose to be represented, your representative must notify us in writing of this fact as soon as possible by completing *Form NLRB-4701, Notice of Appearance*. This form is available on our website, www.nlr.gov, or from an NLRB office upon your request.

If you are contacted by someone about representing you in this case, please be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the National Labor Relations Board. Their knowledge regarding this proceeding was only obtained through access to information that must be made available to any member of the public under the Freedom of Information Act.

Presentation of Your Evidence: We seek prompt resolutions of labor disputes. Therefore, I urge you or your representative to submit a complete written account of the facts and a statement of your position with respect to the allegations set forth in the charge as soon as possible. If the Board agent later asks for more evidence, I strongly urge you or your

April 15, 2022

representative to cooperate fully by promptly presenting all evidence relevant to the investigation. In this way, the case can be fully investigated more quickly.

Full and complete cooperation includes providing witnesses to give sworn affidavits to a Board agent and providing all relevant documentary evidence requested by the Board agent. Sending us your written account of the facts and a statement of your position is not enough to be considered full and complete cooperation. A refusal to fully cooperate during the investigation might cause a case to be litigated unnecessarily.

We will not honor requests to limit our use of position statements or evidence. Specifically, any material you submit may be introduced as evidence at a hearing before an administrative law judge regardless of claims of confidentiality. However, certain evidence produced at a hearing may be protected from public disclosure by demonstrated claims of confidentiality.

Further, the Freedom of Information Act may require that we disclose position statements or evidence in closed cases upon request, unless an exemption applies, such as those protecting confidential financial information or personal privacy interests.

Correspondence: All documents submitted to the Region regarding your case **MUST** be filed through the Agency's website, www.nlrb.gov. This includes all formal pleadings, briefs, as well as affidavits, documentary evidence, and position statements. The Agency requests all evidence submitted electronically to be in the form it is normally used and maintained in the course of business (i.e., native format). Where evidence submitted electronically is not in native format, it should be submitted in a manner that retains the essential functionality of the native format (i.e., in a machine-readable and searchable electronic format).

If you have questions about the submission of evidence or expect to deliver a large quantity of electronic records, please promptly contact the Board agent investigating the charge. If you cannot e-file your documents, you must provide a statement explaining why you do not have access to the means for filing electronically or why filing electronically would impose an undue burden.

In addition, this Region will be issuing case-related correspondence and documents, including complaints, compliance specifications, dismissal letters, deferral letters, and withdrawal letters, electronically to the email address you provide. Please ensure that you receive important case-related correspondence, please ensure that the Board Agent assigned to your case has your preferred email address. These steps will ensure that you receive correspondence faster and at a significantly lower cost to the taxpayer. If there is some reason you are unable to receive correspondence via email, please contact the agent assigned to your case to discuss the circumstances that prevent you from using email.

Information about the Agency, the procedures we follow in unfair labor practice cases and our customer service standards is available on our website, www.nlrb.gov or from an NLRB

International Union of Operating Engineers, - 3 -
Local 150, AFL-CIO (Ryan Companies US,
Inc.)
Case 18-CD-294056

April 15, 2022

office upon your request. *NLRB Form 4541, Investigative Procedures* offers information that is helpful to parties involved in an investigation of an unfair labor practice charge.

We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,

A handwritten signature in black ink, appearing to read "Jennifer Hadsall", written in a cursive style.

JENNIFER A. HADSALL
Regional Director

Enclosures

1. Copy of Charge
2. Notice of Charge Filed

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 18**

**INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 150, AFL-CIO (RYAN
COMPANIES US, INC.)**

and

Case 18-CD-294056

NANCY WOOD, an Individual

AFFIDAVIT OF SERVICE OF CHARGE AND NOTICE OF CHARGE FILED

I, the undersigned employee of the National Labor Relations Board, state under oath that on April 15, 2022, I served the above-entitled document(s) by post-paid regular mail upon the following persons, addressed to them at the following addresses:

Robert A. Paszta, Attorney
International Union of Operating Engineers,
Local 150, AFL-CIO
6140 Joliet Road
Countryside, IL 60525

Nancy Wood
Ryan Companies US, Inc
625 1st Street SE, Suite 175
Cedar Rapids, IA 52401

Nancy Wood
One South Gilbert Street
Iowa City, IA 52240

April 15, 2022

Date

Alicia M. Holland, Designated Agent of
NLRB

Name

/s/Alicia M. Holland

Signature

From: Kelly, Kaitlin
To: "Nancy A. Wood"
Subject: RE: Priority Charge - IUOE Local 150, AFL-CIO (Ryan Companies US, Inc.) 18-CD-294056
Date: (b) (6), (b) (7)(C), (b) (7)(D)
Attachments: 18-CD-294056 [REDACTED] Affidavit.pdf
image001.jpg

Hi Nancy,

Attached please find the affidavit (b) (6), (b) (7)(C), (b) (7)(D) provided today in this case. (b) (6), (b) (7)(C), (b) (7)(D) should print and review the affidavit for its accuracy. (b) (6), (b) (7)(C), (b) (7)(D) should make any changes/corrections in pen and initial next to any changes. (b) (6), (b) (7)(C), (b) (7)(D) should also initial the bottom right corner of each page. (b) (6), (b) (7)(C), (b) (7)(D) should sign and date the last page. The signed affidavit should then be e-filed into the case file. Please return the signed agreement by this Thursday morning. Let me know if there are any questions.

Thanks,

Kaitlin Kelly

Kaitlin Kelly, Field Attorney

NLRB Region 18

212 3rd Avenue South, Suite 200, Minneapolis, MN 55401

Direct Line: 952-703-2885

Email: Kaitlin.Kelly@nlrb.gov

Fax: (612)348-1785

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From: Nancy A. Wood <nwood@bradlevriley.com>

Sent: (b) (6), (b) (7)(C), (b) (7)(D)

To: Kelly, Kaitlin <Kaitlin.Kelly@nlrb.gov>

Subject: RE: Priority Charge - IUOE Local 150, AFL-CIO (Ryan Companies US, Inc.) 18-CD-294056

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Sounds good. Thank you and look forward to talking with you at that time.

Nancy A. Wood, Attorney
Bradley & Riley PC ~ Attorneys and Counselors
One South Gilbert Street, Iowa City, Iowa 52240-3914
direct: (319) 358-5563 ~ fax: (319) 363-9824

b&r

[Email](#) | [BradleyRiley.com](#)

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From: Kelly, Kaitlin <Kaitlin.Kelly@nlrb.gov>

Sent: (b) (6), (b) (7)(C), (b) (7)(D)

To: Nancy A. Wood <nwood@bradleyriley.com>

Subject: Re: Priority Charge - IUOE Local 150, AFL-CIO (Ryan Companies US, Inc.) 18-CD-294056

Yes, (b) (6), (b) (7)(C), (b) (7)(D) works for me. I will send out a meeting invite this morning.

Kaitlin

Get [Outlook for iOS](#)

From: Nancy A. Wood <nwood@bradleyriley.com>

Sent: (b) (6), (b) (7)(C), (b) (7)(D)

To: Kelly, Kaitlin <Kaitlin.Kelly@nlrb.gov>

Subject: RE: Priority Charge - IUOE Local 150, AFL-CIO (Ryan Companies US, Inc.) 18-CD-294056

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Ms. Kelly:

Hi there. I heard back from (b) (6), (b) (7)(C). (b) (6), (b) (7)(C), (b) (7)(D) ?

Thank you.

Nancy

b&r



Nancy A. Wood, Attorney
Bradley & Riley PC ~ Attorneys and Counselors
One South Gilbert Street, Iowa City, Iowa 52240-3914
direct: (319) 358-5563 ~ fax: (319) 363-9824
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From: Kelly, Kaitlin <Kaitlin.Kelly@nlrb.gov>

Sent: Friday, April 15, 2022 11:25 AM

To: Nancy A. Wood <nwood@bradleyriley.com>

Subject: Priority Charge - IUOE Local 150, AFL-CIO (Ryan Companies US, Inc.) 18-CD-294056

Importance: High

Good Morning,

I am the board agent that has been assigned to investigate the charge that you filed against International Union of Operating Engineers, Local 150, AFL-CIO. You should have received a docketing letter from our office this morning. As the letter explains, given this charge alleges a violation of Section 8(b)(4)(D), it is a priority charge, and therefore affidavits and other evidence should be provided/filed within 24 hours. The affidavits would need to be scheduled for early next week. Any documentary evidence you have to submit can be e-filed into case 18-CD-294056. I would like to schedule a time to have a phone call to discuss the charge and who the Employer will provide for affidavits. Do you have availability this afternoon before 4:00 p.m.?

Thanks,

Kaitlin Kelly

Kaitlin Kelly, Field Attorney

NLRB Region 18

212 3rd Avenue South, Suite 200, Minneapolis, MN 55401

Direct Line: 952-703-2885

Email: Kaitlin.Kelly@nlrb.gov

Fax: (612)348-1785

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From: [Nancy A. Wood](#)
To: [Kelly, Kaitlin](#)
Subject: RE: Priority Charge - IUOE Local 150, AFL-CIO (Ryan Companies US, Inc.) 18-CD-294056
Date: Thursday, April 21, 2022 9:43:28 AM
Attachments: [image001.jpg](#)

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Kaitlin:

Hello. (b) (6), (b) (7)(C), (b) (7)(D) will make (b) (6), (b) (7)(C), (b) (7)(D) available with appropriate notice. I would respectfully request that call be coordinated through me – and (b) (6) is open this afternoon if that still works in your schedule. As far as the other individuals identified, the contact information I have is as follows:

(b) (6), (b) (7)(C), (b) (7)(D)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C), (b) (7)(D)

Thank you.

Nancy



Nancy A. Wood, Attorney
Bradley & Riley PC ~ Attorneys and Counselors
One South Gilbert Street, Iowa City, Iowa 52240-3914
direct: (319) 358-5563 ~ fax: (319) 363-9824
[Email](#) | BradleyRiley.com

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From: Kelly, Kaitlin <Kaitlin.Kelly@nrlb.gov>
Sent: Wednesday, April 20, 2022 10:55 AM
To: Nancy A. Wood <nwood@bradleyriley.com>
Subject: RE: Priority Charge - IUOE Local 150, AFL-CIO (Ryan Companies US, Inc.) 18-CD-294056

Nancy –

I would like to take an affidavit from Ryan Companies (b) (6), (b) (7)(C), (b) (7)(D) if we

could get an affidavit arranged with (b) (6), (b) (7)(C). I have availability this afternoon, tomorrow morning and afternoon, or Friday afternoon. I also would like the contact information for (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), (b) (7)(D) if you have it.

Thanks,

Kaitlin

Kaitlin Kelly, Field Attorney

NLRB Region 18

212 3rd Avenue South, Suite 200, Minneapolis, MN 55401

Direct Line: 952-703-2885

Email: Kaitlin.Kelly@nlrb.gov

Fax: (612)348-1785

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Sent: (b) (6), (b) (7)(C), (b) (7)(D)

To: Kelly, Kaitlin <Kaitlin.Kelly@nlrb.gov>

Subject: RE: Priority Charge - IUOE Local 150, AFL-CIO (Ryan Companies US, Inc.) 18-CD-294056

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Kaitlin:

Hi there. Thank you for the direction and will do.

Nancy

b&r



Nancy A. Wood, Attorney

Bradley & Riley PC ~ Attorneys and Counselors

One South Gilbert Street, Iowa City, Iowa 52240-3914

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To: Nancy A. Wood <nwood@bradleyriley.com>

Subject: RE: Priority Charge - IUOE Local 150, AFL-CIO (Ryan Companies US, Inc.) 18-CD-294056

Hi Nancy,

(b) (6), (b) (7)(C), (b) (7)(D)

Kaitlin

Kaitlin Kelly, Field Attorney

NLRB Region 18

212 3rd Avenue South, Suite 200, Minneapolis, MN 55401

Direct Line: 952-703-2885

Email: Kaitlin.Kelly@nlrb.gov

Fax: (612)348-1785

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To: Kelly, Kaitlin <Kaitlin.Kelly@nlrb.gov>

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Kaitlin:

Good morning. Thank you forwarding this, and for your time yesterday. (b) (6), (b) (7)(C), (b) (7)(D)

Thank you.

Nancy

b&r



Nancy A. Wood, Attorney
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Sent: (b) (6), (b) (7)(C), (b) (7)(D)

To: Nancy A. Wood <nwood@bradleyriley.com>

Subject: RE: Priority Charge - IUOE Local 150, AFL-CIO (Ryan Companies US, Inc.) 18-CD-294056

Hi Nancy,

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Thanks,

Kaitlin Kelly

Kaitlin Kelly, Field Attorney

NLRB Region 18

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Direct Line: 952-703-2885

Email: Kaitlin.Kelly@nrlb.gov

Fax: (612)348-1785

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From: Nancy A. Wood <nwood@bradleyriley.com>

Sent: (b) (6), (b) (7)(C), (b) (7)(D)

To: Kelly, Kaitlin <Kaitlin.Kelly@nrlb.gov>

Subject: RE: Priority Charge - IUOE Local 150, AFL-CIO (Ryan Companies US, Inc.) 18-CD-294056

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Sounds good. Thank you and look forward to talking with you at that time.

b&r



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Bradley & Riley PC ~ Attorneys and Counselors
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From: Kelly, Kaitlin <Kaitlin.Kelly@nrlb.gov>
Sent: (b) (6), (b) (7)(C), (b) (7)(D)
To: Nancy A. Wood <nwood@bradleyriley.com>
Subject: Re: Priority Charge - IUOE Local 150, AFL-CIO (Ryan Companies US, Inc.) 18-CD-294056

Yes, 2:30 pm central today works for me. I will send out a meeting invite this morning.

Kaitlin

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From: Nancy A. Wood <nwood@bradleyriley.com>
Sent: (b) (6), (b) (7)(C), (b) (7)(D)
To: Kelly, Kaitlin <Kaitlin.Kelly@nrlb.gov>
Subject: RE: Priority Charge - IUOE Local 150, AFL-CIO (Ryan Companies US, Inc.) 18-CD-294056

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Ms. Kelly:

Hi there. I heard back from (b) (6), (b) (7)(C), (b) (7)(D). Could 2:30 p.m. Central work for you tomorrow?

Thank you.

Nancy



Nancy A. Wood, Attorney
Bradley & Riley PC ~ Attorneys and Counselors
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direct: (319) 358-5563 ~ fax: (319) 363-9824
[Email](mailto:nwood@bradleyriley.com) | BradleyRiley.com

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From: Kelly, Kaitlin <Kaitlin.Kelly@nrlrb.gov>
Sent: Friday, April 15, 2022 11:25 AM
To: Nancy A. Wood <nwood@bradleyriley.com>
Subject: Priority Charge - IUOE Local 150, AFL-CIO (Ryan Companies US, Inc.) 18-CD-294056
Importance: High

Good Morning,

I am the board agent that has been assigned to investigate the charge that you filed against International Union of Operating Engineers, Local 150, AFL-CIO. You should have received a docketing letter from our office this morning. As the letter explains, given this charge alleges a violation of Section 8(b)(4)(D), it is a priority charge, and therefore affidavits and other evidence should be provided/filed within 24 hours. The affidavits would need to be scheduled for early next week. Any documentary evidence you have to submit can be e-filed into case 18-CD-294056. I would like to schedule a time to have a phone call to discuss the charge and who the Employer will provide for affidavits. Do you have availability this afternoon before 4:00 p.m.?

Thanks,

Kaitlin Kelly

Kaitlin Kelly, Field Attorney
NLRB Region 18
212 3rd Avenue South, Suite 200, Minneapolis, MN 55401
Direct Line: 952-703-2885
Email: Kaitlin.Kelly@nrlrb.gov
Fax: (612)348-1785

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From: [Nancy A. Wood](#)
To: [Kelly, Kaitlin](#)
Subject: RE: Priority Charge - IUOE Local 150, AFL-CIO (Ryan Companies US, Inc.) 18-CD-294056
Date: Thursday, April 21, 2022 8:31:08 AM
Attachments: [image001.jpg](#)

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Kaitlin:

Good morning. Ryan Companies does not have a CBA directly with Millwrights Local 2158 but does with Carpenters Local 4 who is part of the same District Council and shares work.

Thank you.

Nancy



Nancy A. Wood, Attorney
Bradley & Riley PC ~ Attorneys and Counselors
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From: Kelly, Kaitlin <Kaitlin.Kelly@nrlb.gov>
Sent: Wednesday, April 20, 2022 3:40 PM
To: Nancy A. Wood <nwood@bradleyriley.com>
Subject: RE: Priority Charge - IUOE Local 150, AFL-CIO (Ryan Companies US, Inc.) 18-CD-294056

Hi Nancy,

Sorry for all the separate emails. I have a quick question. Does Ryan Companies have a CBA with Millwrights Local 2158 union?

Kaitlin

Kaitlin Kelly, Field Attorney
NLRB Region 18

212 3rd Avenue South, Suite 200, Minneapolis, MN 55401

Direct Line: 952-703-2885
Email: Kaitlin.Kelly@nlrb.gov
Fax: (612)348-1785

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From: Kelly, Kaitlin
Sent: Wednesday, April 20, 2022 11:44 AM
To: 'Nancy A. Wood' <nwood@bradleyriley.com>
Subject: RE: Priority Charge - IUOE Local 150, AFL-CIO (Ryan Companies US, Inc.) 18-CD-294056

Nancy –

Just a couple more things in addition to the below. Please e-file a commerce questionnaire for Ryan Companies into this case as well as a copy of that 1-page agreement with IUOE Local 150 that (b) (6), (b) (7)(C), (b) (7)(D).

Thanks,

Kaitlin

--

Kaitlin Kelly, Field Attorney

NLRB Region 18

212 3rd Avenue South, Suite 200, Minneapolis, MN 55401

Direct Line: 952-703-2885

Email: Kaitlin.Kelly@nlrb.gov

Fax: (612)348-1785

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From: Kelly, Kaitlin
Sent: Wednesday, April 20, 2022 10:55 AM
To: Nancy A. Wood <nwood@bradleyriley.com>
Subject: RE: Priority Charge - IUOE Local 150, AFL-CIO (Ryan Companies US, Inc.) 18-CD-294056

Nancy –

I would like to take an affidavit from Ryan Companies (b) (6), (b) (7)(C), (b) (7)(D) if we could get an affidavit arranged with (b) (6), (b) (7)(C), (b) (7)(D). I have availability this afternoon, tomorrow morning and afternoon, or Friday afternoon. I also would like the contact information for (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), (b) (7)(D) if you have it.

Thanks,

Kaitlin

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Sent: (b) (6), (b) (7)(C), (b) (7)(D)

To: Kelly, Kaitlin <Kaitlin.Kelly@nlrb.gov>

Subject: RE: Priority Charge - IUOE Local 150, AFL-CIO (Ryan Companies US, Inc.) 18-CD-294056

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Kaitlin:

Hi there. Thank you for the direction and will do.

Nancy



Nancy A. Wood, Attorney

Bradley & Riley PC ~ Attorneys and Counselors

One South Gilbert Street, Iowa City, Iowa 52240-3914

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Sent: (b) (6), (b) (7)(C), (b) (7)(D)

To: Nancy A. Wood <nwood@bradleyriley.com>

Subject: RE: Priority Charge - IUOE Local 150, AFL-CIO (Ryan Companies US, Inc.) 18-CD-294056

Hi Nancy,

(b) (6), (b) (7)(C), (b) (7)(D)

Kaitlin

Kaitlin Kelly, Field Attorney

NLRB Region 18

212 3rd Avenue South, Suite 200, Minneapolis, MN 55401

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To: Kelly, Kaitlin <Kaitlin.Kelly@nrlb.gov>

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Kaitlin:

Good morning. Thank you forwarding this, and for your time yesterday. (b) (6), (b) (7)(C), (b) (7)(D)

Thank you.

Nancy

Nancy A. Wood, Attorney
Bradley & Riley PC ~ Attorneys and Counselors

b&r



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direct: (319) 358-5563 ~ fax: (319) 363-9824
[Email](mailto:info@bradleyriley.com) | BradleyRiley.com

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From: Kelly, Kaitlin <Kaitlin.Kelly@nrlb.gov>

Sent: (b) (6), (b) (7)(C), (b) (7)(D)

To: Nancy A. Wood <nwood@bradleyriley.com>

Subject: RE: Priority Charge - IUOE Local 150, AFL-CIO (Ryan Companies US, Inc.) 18-CD-294056

Hi Nancy,

Attached please find the affidavit (b) (6), (b) (7)(C), (b) (7)(D) provided today in this case. (b) (6), (b) (7)(C), (b) (7)(D) should print and review the affidavit for its accuracy. (b) (6), (b) (7)(C), (b) (7)(D) should make any changes/corrections in pen and initial next to any changes. (b) (6), (b) (7)(C), (b) (7)(D) should also initial the bottom right corner of each page. (b) (6), (b) (7)(C), (b) (7)(D) should sign and date the last page. The signed affidavit should then be e-filed into the case file. Please return the signed agreement by this Thursday morning. Let me know if there are any questions.

Thanks,

Kaitlin Kelly

Kaitlin Kelly, Field Attorney

NLRB Region 18

212 3rd Avenue South, Suite 200, Minneapolis, MN 55401

Direct Line: 952-703-2885

Email: Kaitlin.Kelly@nrlb.gov

Fax: (612)348-1785

IMPORTANT NOTICE: Effective **January 21, 2020**, all documentary evidence, including statements of position, exhibits, sworn statements, and/or other evidence submitted in an unfair labor practice or representation case must be e-filed through the Agency's website (www.nrlb.gov).

From: Nancy A. Wood <nwood@bradleyriley.com>

Sent: (b) (6), (b) (7)(C), (b) (7)(D)

To: Kelly, Kaitlin <Kaitlin.Kelly@nrlb.gov>

Subject: RE: Priority Charge - IUOE Local 150, AFL-CIO (Ryan Companies US, Inc.) 18-CD-294056

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Sounds good. Thank you and look forward to talking with you at that time.



Nancy A. Wood, Attorney
Bradley & Riley PC ~ Attorneys and Counselors
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From: Kelly, Kaitlin <Kaitlin.Kelly@nlrb.gov>
Sent: (b) (6), (b) (7)(C), (b) (7)(D)
To: Nancy A. Wood <nwood@bradleyriley.com>
Subject: Re: Priority Charge - IUOE Local 150, AFL-CIO (Ryan Companies US, Inc.) 18-CD-294056

Yes, 2:30 pm central today works for me. I will send out a meeting invite this morning.

Kaitlin

Get [Outlook for iOS](#)

From: Nancy A. Wood <nwood@bradleyriley.com>
Sent: (b) (6), (b) (7)(C), (b) (7)(D)
To: Kelly, Kaitlin <Kaitlin.Kelly@nlrb.gov>
Subject: RE: Priority Charge - IUOE Local 150, AFL-CIO (Ryan Companies US, Inc.) 18-CD-294056

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Ms. Kelly:

Hi there. I heard back from (b) (6), (b) (7)(C), (b) (7)(D). Could 2:30 p.m. Central work for you tomorrow?

Thank you.

Nancy

b&r



Nancy A. Wood, Attorney
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From: Kelly, Kaitlin <Kaitlin.Kelly@nlrb.gov>

Sent: Friday, April 15, 2022 11:25 AM

To: Nancy A. Wood <nwood@bradleyriley.com>

Subject: Priority Charge - IUOE Local 150, AFL-CIO (Ryan Companies US, Inc.) 18-CD-294056

Importance: High

Good Morning,

I am the board agent that has been assigned to investigate the charge that you filed against International Union of Operating Engineers, Local 150, AFL-CIO. You should have received a docketing letter from our office this morning. As the letter explains, given this charge alleges a violation of Section 8(b)(4)(D), it is a priority charge, and therefore affidavits and other evidence should be provided/filed within 24 hours. The affidavits would need to be scheduled for early next week. Any documentary evidence you have to submit can be e-filed into case 18-CD-294056. I would like to schedule a time to have a phone call to discuss the charge and who the Employer will provide for affidavits. Do you have availability this afternoon before 4:00 p.m.?

Thanks,

Kaitlin Kelly

Kaitlin Kelly, Field Attorney

NLRB Region 18

212 3rd Avenue South, Suite 200, Minneapolis, MN 55401

Direct Line: 952-703-2885

Email: Kaitlin.Kelly@nlrb.gov

Fax: (612)348-1785

IMPORTANT NOTICE: Effective **January 21, 2020**, all documentary evidence, including statements of position, exhibits, sworn statements, and/or other evidence submitted in an unfair labor practice or representation case must be e-filed through the Agency's website (www.nlrb.gov).

From: [Kelly, Kaitlin](#)
To: "Nancy A. Wood"
Subject: RE: Priority Charge - IUOE Local 150, AFL-CIO (Ryan Companies US, Inc.) 18-CD-294056
Date: (b) (6), (b) (7)(C), (b) (7)(D)
Attachments: [image001.jpg](#)
[18-CD-294056 \(b\) \(6\), \(b\) \(7\)\(C\), \(b\) \(7\)\(D\) affidavit.pdf](#)

Nancy,

Attached please find the affidavit (b) (6), (b) (7)(C), (b) (7)(D) provided today in this case. (b) (6), (b) (7)(C), (b) (7)(D) should print and review the affidavit for its accuracy. (b) (6), (b) (7)(C), (b) (7)(D) should make any changes/corrections in pen and initial next to any changes. (b) (6), (b) (7)(C), (b) (7)(D) should also initial the bottom right corner of each page. (b) (6), (b) (7)(C), (b) (7)(D) should sign and date the last page. The signed affidavit should then be e-filed into the case file. Please e-file the signed agreement Monday. Let me know if there are any questions.

Thanks,

Kaitlin

Kaitlin Kelly, Field Attorney

NLRB Region 18

212 3rd Avenue South, Suite 200, Minneapolis, MN 55401

Direct Line: 952-703-2885

Email: Kaitlin.Kelly@nlrb.gov

Fax: (612)348-1785

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From: Nancy A. Wood <nwood@bradleyriley.com>

Sent: (b) (6), (b) (7)(C), (b) (7)(D)

To: Kelly, Kaitlin <Kaitlin.Kelly@nlrb.gov>

Subject: RE: Priority Charge - IUOE Local 150, AFL-CIO (Ryan Companies US, Inc.) 18-CD-294056

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Kaitlin:

Thank you!

Nancy

b&r



Nancy A. Wood, Attorney
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From: Kelly, Kaitlin <Kaitlin.Kelly@nlrb.gov>
Sent: (b) (6), (b) (7)(C), (b) (7)(D)
To: Nancy A. Wood <nwood@bradleyriley.com>
Subject: RE: Priority Charge - IUOE Local 150, AFL-CIO (Ryan Companies US, Inc.) 18-CD-294056

Hi Nancy,

As we discussed, the affidavit and picture of the sign will be e-filed on Monday. Regarding your request for an extension of time to file a position statement in case 18-CA-291308, I conferred with the other agent's supervisor and we can grant an extension until Monday April 25th for the Employer's position statement in that case.

Kaitlin

Kaitlin Kelly, Field Attorney
NLRB Region 18
212 3rd Avenue South, Suite 200, Minneapolis, MN 55401
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Fax: (612)348-1785

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From: Kelly, Kaitlin
Sent: (b) (6), (b) (7)(C), (b) (7)(D)
To: Nancy A. Wood <nwood@bradleyriley.com>
Subject: RE: Priority Charge - IUOE Local 150, AFL-CIO (Ryan Companies US, Inc.) 18-CD-294056

Thanks for sending – please make sure you also e-file the affidavit and the picture of the sign into case 18-CD-294056. I just tried calling you to finalize the timing for (b) (6), (b) (7)(C), (b) (7)(D) affidavit this afternoon. I am still available in the afternoon if there is a time that works for you both.

Kaitlin

--

Kaitlin Kelly, Field Attorney

NLRB Region 18

212 3rd Avenue South, Suite 200, Minneapolis, MN 55401

Direct Line: 952-703-2885

Email: Kaitlin.Kelly@nlrb.gov

Fax: (612)348-1785

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From: Nancy A. Wood <nwood@bradleyriley.com>

Sent: (b) (6), (b) (7)(C), (b) (7)(D)

To: Kelly, Kaitlin <Kaitlin.Kelly@nlrb.gov>

Subject: FW: Priority Charge - IUOE Local 150, AFL-CIO (Ryan Companies US, Inc.) 18-CD-294056

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Ms. Kelly:

Hi there. Attached please find the signed copy of (b) (6), (b) (7)(C), (b) (7)(D) affidavit, along with the sign to which (b) (6) referred during our discussion that is plainly visible on the site. Please call me at your convenience so we can finalize the time for the affidavit of (b) (6), (b) (7)(C), (b) (7)(D) this afternoon.

Thank you.

Nancy

b&r



Nancy A. Wood, Attorney

Bradley & Riley PC ~ Attorneys and Counselors

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direct: (319) 358-5563 ~ fax: (319) 363-9824

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From: [Rob Paszta](#)
To: [Kelly, Kaitlin](#)
Subject: RE: NLRB Priority Charge - IUOE Local 150, AFL-CIO (Ryan Companies US, Inc.) 18-CD-294056
Date: Friday, April 22, 2022 4:16:45 PM

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Good afternoon Kaitlin,

Correct - neither Paramount or Tri-City are signatories with Local 150.

Have a good weekend!

Rob

From: Kelly, Kaitlin <Kaitlin.Kelly@nrlb.gov>
Sent: Friday, April 22, 2022 3:40 PM
To: Rob Paszta <rpaszta@local150.org>
Subject: RE: NLRB Priority Charge - IUOE Local 150, AFL-CIO (Ryan Companies US, Inc.) 18-CD-294056

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Hi Rob,

I just want to confirm – Paramount Millwright Services and Tri-City Ironworks are not signatories to a CBA with Local 150, correct?

Thanks,

Kaitlin

--

Kaitlin Kelly, Field Attorney

NLRB Region 18

212 3rd Avenue South, Suite 200, Minneapolis, MN 55401

Direct Line: 952-703-2885

Email: Kaitlin.Kelly@nrlb.gov

Fax: (612)348-1785

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(www.nlr.gov).

From: Rob Paszta <rpaszta@local150.org>

Sent: Monday, April 18, 2022 2:00 PM

To: Kelly, Kaitlin <Kaitlin.Kelly@nlrb.gov>

Subject: RE: NLRB Priority Charge - IUOE Local 150, AFL-CIO (Ryan Companies US, Inc.) 18-CD-294056

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Thank you for the update! That is the same project (and person generally) at issue in the lawsuit and denial of access ULP. I talked to (b) (6), (b) (7)(C) and (b) (6) can't think of anything that could have been even remotely construed as harassment/threat.

From: Kelly, Kaitlin <Kaitlin.Kelly@nlrb.gov>

Sent: Monday, April 18, 2022 1:41 PM

To: Rob Paszta <rpaszta@local150.org>

Subject: RE: NLRB Priority Charge - IUOE Local 150, AFL-CIO (Ryan Companies US, Inc.) 18-CD-294056

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Rob,

I have a very limited update. The charge does involve the jobsite known as "Project Scrabble." It is my understanding at this point that the allegations all concern alleged conduct of Local 150 (b) (6), (b) (7)(C) .

Kaitlin

Kaitlin Kelly, Field Attorney

NLRB Region 18

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Direct Line: 952-703-2885

Email: Kaitlin.Kelly@nlrb.gov

Fax: (612)348-1785

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From: Kelly, Kaitlin

Sent: Monday, April 18, 2022 11:35 AM

To: Rob Paszta <rpaszta@local150.org>

Subject: RE: NLRB Priority Charge - IUOE Local 150, AFL-CIO (Ryan Companies US, Inc.) 18-CD-294056

Thanks for the initial response!

Kaitlin

Kaitlin Kelly, Field Attorney

NLRB Region 18

212 3rd Avenue South, Suite 200, Minneapolis, MN 55401

Direct Line: 952-703-2885

Email: Kaitlin.Kelly@nlrb.gov

Fax: (612)348-1785

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From: Rob Paszta <rpaszta@local150.org>

Sent: Monday, April 18, 2022 10:26 AM

To: Kelly, Kaitlin <Kaitlin.Kelly@nlrb.gov>

Subject: RE: NLRB Priority Charge - IUOE Local 150, AFL-CIO (Ryan Companies US, Inc.) 18-CD-294056

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Thank you Kaitlin. I appreciate the quick response and look forward to working with you on this charge.

My initial reaction is that this is a baseless charge which was filed in retaliation for Local 150's lawful enforcement of a subcontracting clause (Complaint in case 22-CV-4029, attached; *see also Laborers (Capital Drilling Supplies)*, 318 NLRB 809, 810 (1995)) and the Union's filing of an unfair labor practice charge for the Employer's denial of access to the project (NLRB Case 18-CA-291308). Ironically, the denial of access to the project was also in retaliation for the Union's enforcement of the subcontracting clause, as admitted by the Employer. A review of the complaint and ULP would provide a good background of how things have been going between the parties over the past few months.

I'm not sure what they are going to come up with for allegations of harassment/threats, but I can't imagine there is any merit to it. In any event, please let me know and I can work on getting you the Union's response as soon as possible.

Best,

Rob

From: Kelly, Kaitlin <Kaitlin.Kelly@nlrb.gov>

Sent: Monday, April 18, 2022 9:32 AM

To: Rob Paszta <rpaszta@local150.org>

Subject: RE: NLRB Priority Charge - IUOE Local 150, AFL-CIO (Ryan Companies US, Inc.) 18-CD-294056

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I took a closer look at the docketing letter, and it looks like the Region sent it via mail last Friday, which would explain why you haven't seen it yet. I've attached a copy of the charge and docketing letter to this email for your review. As of right now, I don't have any additional information regarding the charge beyond what is on the charge form. But when I know more about the basis of the charge, I will share it.

Kaitlin

Kaitlin Kelly, Field Attorney

NLRB Region 18

212 3rd Avenue South, Suite 200, Minneapolis, MN 55401

Direct Line: 952-703-2885

Email: Kaitlin.Kelly@nlrb.gov

Fax: (612)348-1785

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From: Rob Paszta <rpaszta@local150.org>

Sent: Monday, April 18, 2022 9:25 AM

To: Kelly, Kaitlin <Kaitlin.Kelly@nlrb.gov>

Subject: RE: NLRB Priority Charge - IUOE Local 150, AFL-CIO (Ryan Companies US, Inc.) 18-CD-294056

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nrbirc@nlrb.gov.

Good morning Kaitlin,

I will be the point of contact, but this is the first I have heard of the charge. Can you please forward a copy and maybe we can try to talk at some point today for specific details?

Best,

Rob

From: Kelly, Kaitlin <Kaitlin.Kelly@nlrb.gov>

Sent: Monday, April 18, 2022 9:16 AM

To: Rob Paszta <rpaszta@local150.org>

Subject: NLRB Priority Charge - IUOE Local 150, AFL-CIO (Ryan Companies US, Inc.) 18-CD-294056

Importance: High

You don't often get email from kaitlin.kelly@nlrb.gov. [Learn why this is important](#)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Morning,

I write regarding a charge that was filed by Ryan Companies US, Inc. against IUOE Local 150. The case number is 18-CD-294056. I am the board agent assigned to investigate the charge. You were listed by the Employer as the point of contact for the Union on the charge form. You should have received a docketing letter from the Region last Friday. The charge alleges an 8(b)(4)(D) allegation, threats/coercion/restraint with an object to obtain a disputed work assignment. This type of allegation/charge is a priority charge, so the investigation timeline is shorter than in a typical case. Please let me know if you will be handling the charge for the Union.

Sincerely,

Kaitlin Kelly

Kaitlin Kelly, Field Attorney

NLRB Region 18

212 3rd Avenue South, Suite 200, Minneapolis, MN 55401

Direct Line: 952-703-2885

Email: Kaitlin.Kelly@nlrb.gov

Fax: (612)348-1785

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unfair labor practice or representation case **must be e-filed** through the Agency's website (www.nlr.gov).

**IN THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF ILLINOIS
ROCK ISLAND DIVISION**

International Union of Operating Engineers,))	
Local 150, AFL-CIO,)	
)	
Plaintiff,)	Case No. 22-CV-4029
)	
v.)	Judge:
)	Magistrate Judge:
Ryan Companies US, Inc.,)	
a Minnesota Corporation,)	
)	
Defendant.)	

COMPLAINT

Plaintiff International Union of Operating Engineers, Local 150, AFL-CIO (“Local 150” or “the Union”), brings this action for a breach of contract against Defendant Ryan Companies US, Inc. (“Ryan Companies” or “the Company”) for its violation of a labor contract between the Union and the Company. In support, Local 150 states as follows:

COUNT I

BREACH OF CONTRACT

1. This Court has jurisdiction over this action pursuant to Section 301 of the Labor-Management Relations Act (LMRA) of 1947, 29 U.S.C. § 185.

2. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b)(2) because a substantial part of the events giving rise to the claim occurred within this Court’s geographic jurisdiction.

3. Local 150 is a labor organization representing employees in an industry affecting commerce within the meaning of Sections 2(5), (6), and (7) of the National Labor Relations Act (NLRA), 29 U.S.C. §§ 152(5), (6), and (7), and Section 301 of the LMRA, 29 U.S.C. § 185.

One of its district offices is located at 3511 78th Avenue West, Rock Island, Illinois, within the geographic jurisdiction of this Court.

4. Ryan Companies is a corporation and an employer in an industry affecting commerce within the meaning of Sections 2(2), (6), and (7) of the NLRA, 29 U.S.C. §§ 152(2), (6), and (7), and Section 301 of the LMRA, 29 U.S.C. § 185. The Company is headquartered in Minneapolis, Minnesota, and maintains offices in Westmont, Illinois, and in Cedar Rapids, Iowa.

5. Ryan Companies and Local 150 are parties to a labor contract within the meaning of Section 301 of the Labor-Management Relations Act (LMRA) of 1947, 29 U.S.C. § 185 (Exhibit A).

6. Ryan Companies was a general contractor for certain work on an Amazon fulfillment center in Davenport, Iowa known as “Project Scrabble.”

7. In May and June 2021, Ryan Companies met with the Tri-City Building Trades and Local 150 and committed to use Union signatory contractors for much of the work on “Project Scrabble.”

8. Work was set to begin on “Project Scrabble” in June 2021. At this point, Ryan Companies had several projects at different stages of the bidding process including the grading and excavation, site utility, offsite improvements to the roadway, deep foundations, concrete, carpentry, mechanical, electrical, plumbing, roofing, and an asphalt parking lot.

9. However, Ryan Companies insisted that it needed to use a non-union company for the steel erection project called Building Zone, Inc. (“BZI”). BZI was planning on hiring another non-union company as a subcontractor called Superior Iron for portions of the erection work. This project involved the use of approximately 14 forklifts and three cranes.

10. The operation of forklifts and cranes is work that is typically performed by members of Local 150 and is covered in the scope of Local 150's Industrial, Commercial, Residential, and Building Construction Agreement, effective June 1, 2020 through May 31, 2023, between Local 150 and the Quad City Builders Association ("QCBA Building Agreement") (Exhibit B). The QCBA Building Agreement covers all "operation, assembly, disassembly, and maintenance of all hoisting and portable machines and engines used on building work..." and specifically includes classifications for forklift operators (Exhibit B at 1, 17, 20) and cranes (Exhibit B at 15-17, 19).

11. In order to ensure labor peace at the BZI project, Ryan Companies negotiated an agreement with Local 150.

12. On August 30, 2021, Ryan Companies and Local 150 reached an agreement whereby Ryan Companies would assign the steel erection work to BZI and would assign the associated crane work for the BZI project to a Local 150 signatory crane company ("Agreement") (Exhibit A).

13. As part of the Agreement, Local 150 was required to waive its right to picket, banner, or engage in work stoppages on the BZI project (Exhibit A). In exchange, Ryan Companies agreed that on future projects for this customer in Local 150's District 8 territory, Ryan Companies would only subcontract work to contractors signatory to Local 150's QCBA Building Agreement (*id.*).

14. The Agreement expires on August 30, 2026.

15. After the parties executed the Agreement, the owner of "Project Scrabble" contacted Ryan Companies and asked it to be the general contractor for a conveyor system at

“Project Scrabble.” This was not part of the original assignment of work managed by Ryan Companies.

16. This new project involved the assembly of a lower mezzanine (10-12 feet in the air) and required new columns and stringers to be set. This project involved the use and operation of approximately four forklifts.

17. Pursuant to the terms of the August 30, 2021 Agreement (Exhibit A), Ryan Companies was required to contract the work of operating the forklifts to a company signatory with the QCBA Building Agreement.

18. At all relivant times, Local 150 has honored its commitments and obligations as set forth in the August 30, 2021 Agreement.

19. The August 30, 2021 Agreement does not contain a dispute resolution procedure.

20. On January 12, 2022, Local 150 learned that the operation of the forklifts on the new conveyor system project was being performed by Paramount Millwright Services, a company that is not signatory to the QCBA Building Agreement.

21. On Janury 13, 2022, Local 150 raised the contractual violation with Ryan Companies, but the parties were unable to resolve the dispute.

22. Ryan Companies failed to comply with the Agreement when it subcontracted the work of operating the forklifts on the new conveyor system project to a company that was not signatory to the QCBA Building Agreement.

WHEREFORE, Local 150 prays that the Court enter an order:

- A. ordering Ryan Companies to complete an accounting of all hours worked on the conveyor system project for work covered by the Industrial, Commercial, Residential, and Building Construction Agreement, effective June 1, 2020 through May 31, 2023, between Local 150 and the Quad City Builders Association;

- B. ordering Ryan Companies to pay to Local 150 an amount equal to the applicable wages and benefits provided for in the QCBA Building Agreement for each hour worked on the conveyor system project for work covered by the Industrial, Commercial, Residential, and Building Construction Agreement, effective June 1, 2020 through May 31, 2023, between Local 150 and the Quad City Builders Association;
- C. permanently enjoining Ryan Companies to perform its obligations under the Agreement, and in particular, to subcontract all future projects in Local 150's District 8 territory to contractors signatory to the Industrial, Commercial, Residential, and Building Construction Agreement, effective June 1, 2020 through May 31, 2023;
- D. awarding Local 150 its costs and attorneys' fees for this action; and
- E. awarding such other relief as the Court deems just and proper.

Dated: February 16, 2022

Respectfully submitted,

By: /s/ Robert A. Paszta
One of the Attorneys for Plaintiff

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EXHIBIT A



August 30, 2021

(b) (6), (b) (7)(C)

Operating Engineers Local 150 District 8
3511 78th Avenue West
Rock Island, Illinois 46410
Email - (b) (6), (b) (7)(C) @local150.org

(b) (6), (b) (7)(C)



As we have been discussing since May 2021, we are committed to work in harmony with the Tri-City Building Trades. The intention of this letter is to give written commitment to utilize Operating Engineers Local 150 signatory crane operators for the scope of work being completed by Building Zone Inc. (BZI) on the AMZ AR MLI1 project in Davenport IA, known as Project Scrabble. In return BZI would be free to utilize their own employees to operate the remaining equipment for their scope of work. BZI will also hire Superior Iron for portions of the erections on the building. Superior has been contracted (via Ryan's prime sub Prospect Steel) for nearly \$3 million of steel erection work including the 5-story exterior building shafts, single story exterior building appendages at loading docks, fire protection pump house, guard house, and misc. metals. Ryan Companies US Inc. has already committed to utilizing Union signatory contractors for grading and excavation, site utility, offsite improvements of roadway, deep foundations, concrete, carpentry, mechanical, electrical, plumbing, roofing, and asphalt parking lot. All these scopes most likely will utilize OE 150 members for some scope.

If you agree not to picket, banner, or work stoppages for BZI we will honor our commitment to provide crane operators signatory with Local 150 for the BZI scope as outlined above so long as you and your members do not engage in any activity to interrupt or attempt to reassign such work to your members. This includes pickets, banners, grievances, jurisdictional disputes, or any other form or effort to interrupt the work on that project. Then on future projects for this customer located within District 8 (as defined in the 6/1/2020 through 5/31/2023 Industrial, Commercial, Building Construction Agreement) Ryan Companies US, Inc. will only subcontract with companies' that are signatory with District 8. This agreement will terminate on 8/30/2026.

Agreement must be executed by 9 a.m. 8/31/2021

Signature Representing the:
Operating Engineers Local 150 District 8

(b) (6), (b) (7)(C)

Signature Representing the:
Ryan Companies US, Inc.

(b) (6), (b) (7)(C)

cc: Paul Almen, Associate General Counsel, Ryan Companies US, Inc.
Project File;

Ryan Companies US, Inc.
625 First Street SE, Suite 175
Cedar Rapids, IA 52401

p: 319-731-2800
ryancompanies.com

EXHIBIT B

**INDUSTRIAL, COMMERCIAL, RESIDENTIAL AND BUILDING
CONSTRUCTION AGREEMENT**

Between

**INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL No. 150**

and

QUAD CITY BUILDERS ASSOCIATION

Effective June 1, 2020

through May 31, 2023

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THIS AGREEMENT, made and entered into this 1st day of June, 2020 by and between the QUAD CITY BUILDERS ASSOCIATION, INC. and its member Contractors and/or individual signers, who are engaged in the construction industry as described herein, each Contractor hereinafter referred to as Employer or Contractor, and the INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 150, hereinafter referred to as the Union.

ARTICLE 1 - JURISDICTION

SECTION 1.1 – RECOGNITION

The Contractors recognize the Union as the sole collective bargaining agent for those employees of the Contractor engaged in the operation, assembly, disassembly, and maintenance of all hoisting and portable machines and engines used on building work and excavating work pertaining to or that may be done in preparation, such as grading and improvement of the property or site, by the Contractor, whether operated by steam, electricity, gasoline, diesel, compressed air, or hydraulic power and including all equipment listed in the wage classification contained herein, or any other power machine, including when operation of such machine is done remotely or by remote, that may be used by the Contractor for the construction, alteration, repair or wrecking of a building or buildings, in the Counties of Rock Island and Mercer, the west half of Henry and the following described portion of Whiteside County, in Illinois, which shall include all territory in the west portion of Whiteside County from the fifth (5th) sectional line east of Morrison, Illinois, running directly north and south, and the Counties of Cedar, Clinton, Des Moines, Lee, Louisa, Muscatine, and Scott in the State of Iowa, except in mortar mixers or concrete mixers 3 1/2 S or smaller with no skip attached, pumps other than described in Article 20. When additional employees are needed to maintain or assist in the operation, assembly, disassembly, or maintenance of any type, said work shall be done by members of the Bargaining Unit unless explicitly required by this agreement or tradition. The Contractor will not be held responsible for heating plants over which he has no control when used in the temporary heating of a building under construction. Employees in the bargaining unit herein described are hereinafter referred to as "Employees" or "Engineers" or "Operators".

Territorial Jurisdiction Of Local



SECTION 1.2 - Work that pertains to sewers, water mains, grading and paving of streets or grading and landscaping of property site, on any private home development project, shall be subject to coverage here under. All construction, erection, modification, addition to or improvement within Industrial, Institutional and Commercial property boundaries shall be subject to coverage hereunder. This shall include but not be limited to Treatment Plants, Water Treatment Plants, Power Plants, Pumping Stations and Sewer Treatment Plants.

SECTION 1.3 – FAVORED NATIONS

Should the Union enter into any modification of this Agreement with any employer party to this Agreement that includes terms and conditions, for work covered by this agreement, that are more advantageous to such employer than the terms and conditions of this Agreement, the Union must disclose the modified terms or concessions to the employers party to this Agreement and allow those terms or conditions to apply for such work performed under this Agreement whenever the employer competes with such employer with the more advantageous agreement.

SECTION 1.4 – SUBCONTRACTOR

The Contractor agrees that he will not subcontract or sublet any work covered by this Agreement that is recognized as the work of the Operating Engineers covered by this Agreement, to be performed at the site of the construction or repairs or alteration unless the Contractor to whom the work is subcontracted or sublet is signatory to this Agreement or to a Project Agreement.

If the present restrictions of the Federal Law relative to site picketing are changed, the aforementioned limitations on "strikes" and "any other concerted activity" shall not bar the Union from any legal economic measures or concerted activity it might take against the subcontractor even though the same may affect the contractor at the site.

SECTION 1.5 – NO DISCRIMINATION

It is understood and agreed that the Employer shall not discriminate against any member of the Union, any of its officers, its stewards, or any member serving as a member of a committee authorized by the Union based upon their Agreement, there shall be no discrimination by the Employer or the Union against any individual because of such individual's age, race, color, religion, gender, sexual orientation, disability, or national origin, and when the words in the masculine are used herein it shall include the feminine.

SECTION 1.6 - DISCHARGE

The Employer shall have the right to discharge any employee for just cause. The Employer shall notify the Union within twenty-four (24) hours of the discharge of such employee.

A written notification to the Union is required in those instances where an Employer does not want a member to be re-dispatched to their company in the future. This "do not dispatch" letter must be sent by the Employer to the Local 150 Dispatch office within a reasonable time of the termination of the employee's employment not to exceed one (1) week. The member will be unavailable for dispatch to that Employer for a period of two (2) years or at the discretion of the Employer.

SECTION 1.7 - JOB CONFERENCE

If a project exceeds TWO HUNDRED AND FIFTY THOUSAND DOLLARS (\$250,000) either party may, before or after a job is in progress, if it deems necessary, request a job conference. The job conference must be held within five (5) days from the date of the request. The parties shall reduce the Employers job requirements and Agreements to writing, to be signed by the Employer and the Union Representative. Items discussed at the job conference include, but not limited to, start time, hours of work, lunch period, duration of job, subcontractors, etc.

ARTICLE 2 - UNION SECURITY

SECTION 2.1 - All present employees of the Contractor covered by this Agreement who are members of the Union as of the date of the execution of this Agreement shall, as a condition of continued employment with said Contractor, maintain membership during the life of this Agreement to the extent of tendering the periodic dues and initiation fees uniformly required by the Union as a condition of acquiring or maintaining membership. All present employees of the Contractor covered by this Agreement who are not members of the Union and all employees of the Contractor covered by this Agreement hired after the date of this Agreement shall become members of the Union within eight (8) days following the date of this Agreement or within eight (8) days following the date of hire, whichever is later, and shall, as a condition of continued employment with said Contractor, maintain membership during the life of this Agreement to the extent of tendering the periodic dues and initiation fees uniformly required by the Union as a condition of acquiring or maintaining membership.

SECTION 2.2 - Upon written notice from the Union, advising that an employee covered by this Agreement has failed to maintain membership in the Union in good standing, as covered above, by payment of uniform initiation fees and/or dues as required, the Contractor shall forthwith discharge the employee unless the Contractor has reasonable grounds for believing that membership was not available to the employee on the same terms and conditions generally applicable to other members, or that membership was denied or terminated for reasons other than for failure of the

employee to tender the periodic dues and initiation fees uniformly required by the Union as a condition of acquiring or maintaining membership.

SECTION 2.3 - This article shall not be in force or effect for any employment within the boundaries of Iowa, or any other State which has or enacts a statute, act or law prohibiting Union membership or affiliation as a condition of employment, provided the law is applicable to the Contractors and parties hereto. In the event any State, including Iowa, which has, or during the lifetime of this contract, enacts a statute, act or law prohibiting any Union security agreement, and subsequently repeals such statute, act or law, Article II will become in full force and effect for any employment within the boundaries of that State immediately upon the effective date of such repeal.

SECTION 2.4 - In the event the present Federal Law affecting the time within which an employee shall be required to obtain membership is changed, the provisions of Section 1 hereof with reference to such time shall be amended to conform with such changed time requirement.

SECTION 2.5 - The Union shall endeavor to inform the Association of Contractors signatory in the area. The Association shall endeavor to notify the Union of Contractors or companies inquiring about work subcontractors in the area.

SECTION 2.6 - NOTICE TO THE UNION

The Employer shall give notice to the Union and the appropriate Fund Office, in writing, not later than ten (10) days after the occurrence of any of the events relating to the Employer, occurring after the date hereof:

1. Sale, assignment, transfer, or other change in name or ownership if 51% or more interest is involved;
2. Termination of business;
3. Changes of name commonly used in business operation;
4. Dissolution of corporation; and/or
5. Name and business organization of successor.

ARTICLE 3 - HIRING

When an Employer performs work covered by this Agreement in the areas covered by Local Union No. 150, the following shall apply:

The Employer will obtain all employees used in the performance of such work through the Referral Offices of the Local Union in accordance with the non-discriminatory provisions governing the operating of the Local Union's Referral Offices set out in the current effective Addendum No. 1 to this Agreement as if set forth in full herein.

The Association reserves the right to review any amendments to Addendum No. 1 before it accepts them.

ARTICLE 4 - HOURS OF WORK

SECTION 4.1 - START TIME

The regular starting time for a single shift operation Sunday through Saturday, inclusive, shall be scheduled at one of the following hours: 6:00 a.m., 6:30 a.m., 7:00 a.m., 7:30 a.m., or 8:00 a.m. If the Employer desires to change the established starting time for an individual project the Employer shall notify the Operator(s) before the regular scheduled lunch period the day before the change. The duration of the change shall be no less than One (1) week. If the duration is less than One (1) week the employer shall give notice to both the Operator(s) and the Union within the above-mentioned time frame.

When the Customer or letting agency (whether Local, State, or Federal), requires a delayed start time (for paving operation only) due to seasonal temperatures, the Contractor will be allowed to utilize a delayed start time no later than 9 AM. This rule will only be in effect for the months of October through March of each year, provided the Contractor gives the employees notice prior to quitting time of the previous day. All other work rules in Article 6 of this Agreement shall remain in effect.

SECTION 4.2 - LUNCH PERIOD

The Contractor shall establish a Lunch period for any shift worked, which shall be near the middle of the shift as possible. In the event an operator is required to work thru lunch that operator shall be paid at the rate of one and one-half (1-½) time the regular rate in addition to his normal day's pay.

SECTION 4.3 - TIME OFF

If any employee takes a day off from work during the week, or fails to report for work and the Employer loses machine time on account of the employee being absent, then said employee shall work for straight time on Saturday of that week. If the employee gives the Employer twenty-four (24) hours' notice of his intention to be absent from work and his place is filled and the Employer does not have any lost machine time on account of his absence, then the employee shall be entitled to receive one and one-half (1-1/2) times the regular rate of pay for time worked on Saturday of that week.

SECTION 4.4 - BETWEEN SHIFT BREAK

If an operator is called in to work any time after their normal regular shift and an Eight (8) hour period has not elapsed that operator shall be paid at one and one-half (1-1/2) times the normal rate until an Eight (8) hour off-work period is given to the operator.

SECTION 4.5 - WORK DAY AND WORK WEEK

Eight (8) hours shall constitute a normal day's work between the hours of 6:00 a.m. and 2:30 p.m., 6:30 a.m. and 3:00 p.m., 7:00 a.m. and 3:30 p.m., 7:30 a.m. and 4:00 p.m., or 8:00 a.m. and 4:30 p.m. as the case may be set forth in Section 4.1 of this Article. Forty (40) hours shall constitute a week's work, commencing on Monday and concluding on Friday (five (5) eight (8) hour days).

ARTICLE 5 - SHIFT WORK

SECTION 5.1 - When two (2) shifts are used, the first (1st) shift shall start at 7:00 a.m. and end at 3:30 p.m., with a one-half (1/2) hour period allowed for lunch. The second (2nd) shift shall start at 3:30 p.m. and end at 12:00 midnight with a one-half (1/2) hour period allowed for lunch and the

operator shall receive a TWO DOLLAR (\$2.00) per hour shift differential.

When two (2) twelve (12) hour shifts are used, the first (1st) shift shall start at 7:00 a.m. and end at 7:00 p.m. with one-half (1/2) hour period allowed for lunch. The second (2nd) shift shall start at 7:00 p.m. and end at 7:00 a.m., with one-half (1/2) hour period allowed for lunch and the operator shall receive a TWO Dollar (\$2.00) per hour shift differential. Each shift shall receive twelve (12) hours pay at the applicable pay rate.

When three (3) shifts are used, the first (1st) shift shall start at 7:00 a.m. and end at 3:00 p.m., with a one-half (1/2) hour period allowed for lunch. The second (2nd) shift shall start at 3:00 p.m. and end at 11:00 p.m., with a one-half (1/2) hour period allowed for lunch and receive a TWO DOLLAR (\$2.00) per hour shift differential. The third (3rd) shift shall start at 11:00 p.m. and end at 7:00 a.m., with a one-half (1/2) hour period for lunch and receive a TWO DOLLAR AND TWENTY FIVE CENTS (\$2.25) per hour shift differential. Each shift shall be paid a minimum of eight (8) hours pay at the applicable pay rate.

Where two (2) or more shifts are employed, operators, oilers or fireman shall stay on watch until relieved, at straight time.

The Contractor may choose to work any two of the three shift setups mentioned in all cases the lunch period provisions of the previous Article shall apply.

SECTION 5.2 - It is agreed that no two (2) or more shift propositions will be considered or effective unless the shifts run for three (3) or more consecutive days. The hours outlined for shift work shall apply to overtime shifts as well as straight time shifts.

SECTION 5.3 – OFF SHIFT WORK

For a single shift, outside of regular hours, with respect to in plant and commercial work the hourly rate shall be eight (8) hours pay for seven (7) hours work. The modifying of pay as herein provided shall apply only to shut down work, change over work, and for maintenance work in commercial and industrial installation when such work is performed after original installation. Work in original installations shall be paid for at the regular double time rate, for all time worked outside the regular eight (8) hour day. Arrangements shall be made between Employer and Union for this type of modification.

SECTION 5.4 – IRREGULAR SHIFTS

Where the Contractor, Customer or Government specifies a shift not allowed for in this Agreement, the Contractor shall notify the Union at least forty-eight (48) hours before the start of the project to set up a pre-job conference to establish a starting time. All work rules in Article 7 of this Agreement shall remain in effect. A shift premium of ONE DOLLAR (\$1.00) per hour, in addition to the regular rate of pay, shall be paid in lieu of shift premiums.

ARTICLE 6 - OVERTIME

SECTION 6.1 - All work on Sundays and holidays shall be paid for at double the rate of pay as set forth in this Agreement including all premium pay above the regular rate of pay. This includes, but is not limited to, pay for certifications, boom length, tonnage, and hazmat. All other overtime work shall be paid for at the rate of one and one-half (1-1/2) times the regular rate of pay, (also includes, but is not limited to, pay for certifications, boom length, tonnage, and hazmat) except in the following instances:

1. If any trade performing work that day on the job site receives double time, the Operating Engineers working with that trade will also receive double time. All other overtime will remain as in the Collective Bargaining Agreement.
2. Operators on boilers or heaters used for heating materials, concrete, or space shall be paid one and one-half (1-1/2) times the regular rate for all overtime including Saturdays, Sundays, and Holidays.
3. Employees working within commercial or institutional property boundaries, housing development projects, doing site grading landscaping, sewer, water main or parking area surfaces, paving of streets, outside the building, of any proposed or existing building site shall receive one and one half (1-1/2) times the regular rate for all time worked on Saturday and all time worked before or after the regular starting and quitting time (Monday through Friday). This is not to include or be limited to, excavating of basements, footings, foundations, process piping, or industrial waste lines or ditches.
4. Employees working within industrial property boundaries, doing site grading,

landscaping, or parking area surfaces, paving of streets, outside the building of any proposed or existing building site shall receive one and one half (1-1/2) times the regular rate for all time worked on Saturday and all time worked before or after the regular starting and quitting time (Monday through Friday). This is not to include or be limited to, excavating of basements, footings, foundations, process piping, or industrial waste line or ditches.

5. Time worked after 12:00 midnight Friday to 12:00 midnight Saturday shall be paid for at the rate of one and one-half (1-1/2) times the regular rate. Time worked after 12:00 midnight Saturday to 12:00 midnight Sunday will be paid at the rate of double time (2x). In case of holidays, double time (2x) shall be paid from 12:00 midnight commencing the holiday to 12:00 midnight ending the holiday.

SECTION 6.2 - NO PYRAMIDING

Overtime and/or double time will not be paid twice for the same hour worked. If an employee is eligible for more than one form of overtime or double-time for the same hour worked, the highest rate shall prevail.

ARTICLE 7 - REPORTING NOTIFICATION

SECTION 7.1 - If an employee is scheduled to report for work and their services are not required, they shall be notified prior to the normal time which is required for the employee to leave their residence (not to exceed two (2) hours); otherwise they will be paid two (2) hours at the appropriate rate of pay for reporting on the job, regardless of circumstances. The two (2) hours pay mentioned is to be considered compensation for waiting time, thereby giving the Contractor an opportunity to decide whether starting to work is feasible or not. Said employee must wait on the job for the two-hour period to be eligible for said compensation, unless otherwise directed by the Contractor or the Contractor's agent.

If the Operator is retained on an overtime or double time day, the pay rate for those two (2) hours will be at the appropriate rate according to the Agreement.

SECTION 7.2 - Each employee shall cooperate with the Contractor and the job steward by

giving them a telephone number, the distance of travel in getting to work, and the time required to travel to work, in order to affect the previous section. The Contractor and the job steward or the Union shall cooperate in establishing a system whereby it's possible to give notification to employees without working a hardship on any one individual.

The Contractor shall not be held responsible, in regard to the previous section, in the event that an employee has no reasonable means of contact.

SECTION 7.3 - If an Operator starts to work at the beginning of his scheduled shift, or is retained beyond the two (2) hour waiting period, he shall be paid up to the regularly scheduled lunch period unless because of incompetence, a stoppage occurs due to a breakdown, or inclement weather, in any of which events the employee shall be paid for the actual time worked but in no event less than four (4) hours.

The aforementioned guarantee of four (4) hours under this article shall not apply on projects valued at less than \$100,000. This provision does not apply to daily crane rental and material placement services.

If an Operator starts to work after the regularly scheduled lunch period in the same day he shall be paid up to the regularly scheduled quitting time unless because of incompetence, inclement weather, or if a stoppage occurs due to a breakdown, in which events the employee shall be paid for the actual time worked.

SECTION 7.4 - In the event that an Operator is called to work after the regular lunch period, all provisions contained in this Article regarding show-up pay shall apply; and if said Operator starts to work or is retained beyond the two (2) hour waiting period, he shall receive a minimum of four (4) hours pay.

SECTION 7.5 - Any Operator who misrepresents their qualifications he will not be entitled to any of the aforementioned minimum pay requirements of Article 7.

ARTICLE 8 - PAYMENT OF WAGES DUE

SECTION 8.1 - The Contractor shall pay the employees once every week, the payday to be chosen by the Contractor and shall be within five (5) days from the end of the fiscal week. The pay

shall be in check or direct deposit to a previously agreed upon checking or savings account, at the option of the employee and shall be in full up to the regular quitting time at the end of the fiscal week. Paycheck stubs shall include pertinent information such as itemized deductions and hours worked. Should the employer and employee agree to participate in an electronic Check Direct Deposit Program, the employer shall provide a copy of the pay stub to the employee at the jobsite on the established payday or mail said pay stub to the employee so it arrives on the established pay day.

SECTION 8.2 - Should an employee and employer elect to participate in an electronic Check Direct Deposit Program, Section 8.4 and 8.5 of Article 8 will not apply. The participating employee, when either laid off or discharged, will be paid at the normal pay schedule set by the employer.

SECTION 8.3 -- Time and an employee's pay will be kept to the nearest half hour increment.

SECTION 8.4 - Should an employee covered by this Agreement be laid off, he shall be paid all wages due at the regular quitting time, unless the Contractor has maintained an active office in the area for the past three (3) years prior to the layoff, in which case he may be paid not less than twenty-four (24) hours after the regular quitting time, or mailed his check, postmarked within twenty-four (24) hours after quitting time.

SECTION 8.5 - Should an employee covered by this Agreement be discharged, he shall be paid in full immediately or shall be paid the current wage rate for such time as he is required to wait for his pay. In event the pay office is not more than ten (10) miles from the point of discharge or layoff, the Contractor may request the employee to pick up his final pay so long as said employee is being paid his regular pay rate for travel to said office.

SECTION 8.6 - Should an Operator not be paid in accordance with the aforementioned sections in Article 8, or should the check be returned or unable to clear due to insufficient funds, the Employer shall pay a penalty of eight (8) hours of pay to such employee at the straight time rate or pay for each succeeding twenty-four (24) hours of delay until the employee is paid in full. It is understood the said twenty-four (24) hour periods shall not include Sundays or Holidays. It will be the responsibility of the employee to notify the employer and the union of any wage

payment that is returned or unable to clear due to insufficient funds for the penalty to be in effect. Failure on behalf of the Operator to notify the Employer and the Union the next business day of when they have knowledge of the failure of payment shall result in the forfeiture of any damages due to late payment, prior to the day they notified the parties. This Section does not apply if the lack of payment was outside of the Contractor's control.

SECTION 8.7 - Any notice that the services of an employee, who is considered as being a part of the bargaining unit as described herein, is not needed for any period of in excess of three (3) regular days or shifts, unless a stoppage occurs due to a breakdown or inclement weather, shall be considered as a layoff.

ARTICLE 9 -- HOLIDAYS

SECTION 9.1 - The following days shall be recognized as holidays: New Year's Day, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day. No work shall be performed on Labor Day except to protect life or property.

SECTION 9.2 - It is agreed that should any of the above-mentioned holidays fall on Sunday, the following Monday shall be celebrated as such.

SECTION 9.3 - If an Operating Engineer is working directly with another craft that observes holidays, other than mentioned above and work is performed on that day, said Operator shall receive double the regular rate of pay for that day.

ARTICLE 10 - MACHINE ASSIGNMENT

SECTION 10.1 - The Operators in Classifications 1 and 2 of Article 11 can go from machine A to B then back to A, plus one (1) more machine. This provision shall not apply in loading or unloading unmanned machines in connection with moving to or away from a job site, or incidental non-productive moving on the job site, nor to compressors, earth rollers, form graders, or fine grading equipment, when used on concrete or asphalt paving work.

SECTION 10.2 - The Operators in Classifications 3 and 4 of Article 11 will have unlimited

machine changes.

SECTION 10.3 - If an Operator is regularly assigned to a machine during the regular work week and productive work is required on the Saturday or Sunday of that week, such Operator will be assigned to such particular machine for such Saturday or Sunday work.

SECTION 10.4 - When an Operator is employed by a Contractor for a period of more than three (3) work days and such Operators assigned machine is laid off, such machine must remain inactive for a period of three (3) work days if left on the same job site. If such machine is reactivated within the three (3) day period of time, the assigned operator shall be given first (1st) opportunity of employment on such machine. However, if such Operator is not available, terminated or voluntarily quits, this paragraph shall not apply.

ARTICLE 11 - WAGE SCALES AND CLASSIFICATION

The following scales of wages shall prevail on all projects covered by this Agreement from June 1, 2020 through May 31, 2023. Also, refer to Article 13 herein for Health & Welfare, Retiree Medical Savings Plan (RMSP), Pension, Retirement Enhancement Fund (REF), Vacation Savings, Apprenticeship and Construction Industry Research & Service Trust Fund (CRF), requirements.

<u>FRINGE BENEFITS</u>	<u>6/1/20</u>	<u>6/1/21</u>	<u>6/1/22</u>
Health & Welfare Fund	\$16.10	TBD	TBD
Retiree Medical Savings Plan (RMSP)	\$ 2.75	TBD	TBD
Pension Fund	\$11.40	TBD	TBD
Retirement Enhancement Fund (REF)	\$ 1.05	TBD	TBD
Vacation Savings Fund	\$ 2.00	TBD	TBD
Apprenticeship & Skill Improvement Program (ASIP)	\$ 1.45	TBD	TBD

<u>FRINGE BENEFITS</u>	<u>6/1/20</u>	<u>6/1/21</u>	<u>6/1/22</u>
Construction Industry Research & Service Trust Fund (CRF \$0.90), Quad City Construction Industry Advancement Trust (QCCIAT \$0.20), and Illowa Construction Labor Management Council (\$0.04)	\$ 1.14	TBD	TBD
Total Fringe Package	\$35.89	TBD	TBD

When operators are employed on machines which are different from the machines mentioned herein, and when the machine cannot be identified as within one of the following classifications, then a special Agreement shall be made for the rate of wages by the Business Representative and a Committee of the Contractors who are parties of this Agreement.

<u>PREMIUM WAGES¹</u>	<u>6/1/20</u>	<u>6/1/21</u>	<u>6/1/22</u>
Certified Crawler Crane Operator ²	\$38.50	TBD	TBD
Certified Crane Operator ³	\$37.50	TBD	TBD
Crawler Crane Operator	\$37.50	TBD	TBD
Pilot of a Tow or Push Boat that requires a US Coast Guard License	\$37.50	TBD	TBD
Non-certified Track Excavator w/Bucket Six (6) Cubic yard and over.	\$36.75	TBD	TBD
Certified Dozer Operator	\$36.50	TBD	TBD
Certified Finish Blade Operator	\$36.50	TBD	TBD
Certified Track Excavator Operator	\$36.50	TBD	TBD

¹ Also, refer to Sections 1-11 of this Article 12.

² Local 150 Crane Certification or Operating Engineers Certification Program (OECF).

³ Local 150 Crane Certification or Operating Engineers Certification Program (OECF).

<u>PREMIUM WAGES¹</u>	<u>6/1/20</u>	<u>6/1/21</u>	<u>6/1/22</u>
Non-certified Track Excavator w/Bucket Four (4) Cubic yard and up to but not including Six (6) Cubic yard.	\$36.25	TBD	TBD
Truck mounted Concrete Conveyor or Pumps Extending to 90' or more.	\$36.00	TBD	TBD
Leadman – Mechanic or Equipment Greaser	\$35.75	TBD	TBD

<u>WAGES - CLASS 1</u>	<u>6/1/20</u>	<u>6/1/21</u>	<u>6/1/22</u>
Crane (Truck Crane, Overhead, Rough Terrain/Picker)	\$36.50	TBD	TBD
Tow or Push Boat	\$36.50	TBD	TBD
TOTAL PACKAGE	\$72.39	\$74.50	\$76.65

<u>WAGES - CLASS 2</u>	<u>6/1/20</u>	<u>6/1/21</u>	<u>6/1/22</u>
Asphalt Heater-Planer Unit	\$35.50	TBD	TBD
Asphalt Paver	\$35.50	TBD	TBD
Asphalt Paver Screed Operator	\$35.50	TBD	TBD
Asphalt Plant Operator	\$35.50	TBD	TBD
Automatic Curbing Machines	\$35.50	TBD	TBD
Backfiller (throw bucket)	\$35.50	TBD	TBD
Blastholer Self-propelled Rotary Drill or similar machines	\$35.50	TBD	TBD
Boom Tractor or Side Boom	\$35.50	TBD	TBD
Boring Machine (Directional, Vertical, or Horizontal)	\$35.50	TBD	TBD

<u>WAGES - CLASS 2</u>	<u>6/1/20</u>	<u>6/1/21</u>	<u>6/1/22</u>
Building Hoist (1, 2 or 3 drums)	\$35.50	TBD	TBD
Caisson Auguring Machines	\$35.50	TBD	TBD
Central Redi-Mix Plant Operator	\$35.50	TBD	TBD
Chip Spreader	\$35.50	TBD	TBD
Cleaning and Priming Machine	\$35.50	TBD	TBD
Combination Backhoe Front End loader	\$35.50	TBD	TBD
Combination Concrete Finishing Machine and Float	\$35.50	TBD	TBD
Concrete Breaker or Hydro-Hammer	\$35.50	TBD	TBD
Concrete Conveyor or Pump	\$35.50	TBD	TBD
Concrete Paver	\$35.50	TBD	TBD
Concrete Spreader	\$35.50	TBD	TBD
Concrete Wheel Saw (Large self-propelled)	\$35.50	TBD	TBD
Crusher (Stone, Concrete, Asphalt, Etc.)	\$35.50	TBD	TBD
Curing-Tinning Machine	\$35.50	TBD	TBD
Dipper Dredge Crane man	\$35.50	TBD	TBD
Dipper Dredge Operator	\$35.50	TBD	TBD
Dozer, Push Cat, Etc.	\$35.50	TBD	TBD
Dual Purpose Truck (Boom, Winch, etc.)	\$35.50	TBD	TBD
Excavator	\$35.50	TBD	TBD
Farm-Type Tractor Operating Scoop or Scraper or with Power Attachment as defined in Article 21	\$35.50	TBD	TBD
Forklift (6000 lb. capacity or working heights above 28 ft.)	\$35.50	TBD	TBD

<u>WAGES - CLASS 2</u>	<u>6/1/20</u>	<u>6/1/21</u>	<u>6/1/22</u>
Grader, Motor Grader, Motor Patrol. Auto Grader, Form Grader, Pull Grader, Sub Grader, Elevating	\$35.50	TBD	TBD
Group Equipment Greaser	\$35.50	TBD	TBD
Guard Rail Post Driver	\$35.50	TBD	TBD
Hoists	\$35.50	TBD	TBD
Hydraulic Dredge Leverman or Engineer	\$35.50	TBD	TBD
Hydro-Vac truck mounted or pull type, and similar equipment	\$35.50	TBD	TBD
Laser Screed	\$35.50	TBD	TBD
Loader (Track, Rubber Tire, or Articulated)	\$35.50	TBD	TBD
Locomotive Engineer	\$35.50	TBD	TBD
Low Boys and Flat Bed Trailer ⁴	\$35.50	TBD	TBD
Mechanic- Welder	\$35.50	TBD	TBD
Mechanical loaded Log Chippers or similar machines	\$35.50	TBD	TBD
Milling Machine	\$35.50	TBD	TBD
Mucking Machine	\$35.50	TBD	TBD
Pile Driver	\$35.50	TBD	TBD
Pipe Bending	\$35.50	TBD	TBD
Pug Mill	\$35.50	TBD	TBD
Reclaimer/Tiller	\$35.50	TBD	TBD
Road Widener- Shoulder Spreader	\$35.50	TBD	TBD

⁴ These wages become effective June 1, 2014 and apply where the Contractor has assigned the work to the Union

<u>WAGES - CLASS 2</u>	<u>6/1/20</u>	<u>6/1/21</u>	<u>6/1/22</u>
Scraper (Self-Propelled)	\$35.50	TBD	TBD
Self-propelled Roller or Tire Roller (on asphalt or blacktop)	\$35.50	TBD	TBD
Shovel	\$35.50	TBD	TBD
Slip Form Paver	\$35.50	TBD	TBD
Transfer or Shuttle Buggy	\$35.50	TBD	TBD
Trenching Machine (40 H.P and over)	\$35.50	TBD	TBD
Work Boat (Transporting Material or Personnel)	\$35.50	TBD	TBD
TOTAL PACKAGE	\$71.39	\$73.50	\$75.65

<u>WAGES - CLASS 3</u>	<u>6/1/20</u>	<u>6/1/21</u>	<u>6/1/22</u>
Articulated Off-Road Haul Unit (Retains Article 10 Rights)	\$32.85	TBD	TBD
Asphalt Booster	\$32.85	TBD	TBD
Boiler (Engineer or Fireman)	\$32.85	TBD	TBD
Conveyor over 20 H.P.	\$32.85	TBD	TBD
Distributor	\$32.85	TBD	TBD
Driver on Truck Crane or similar machines	\$32.85	TBD	TBD
Elevator (Permanent inside or Temporary outside)	\$32.85	TBD	TBD
Farm-Type Tractor (Without Power Attachment)	\$32.85	TBD	TBD
Fireman and Pump Operator at Asphalt Plant	\$32.85	TBD	TBD

<u>WAGES - CLASS 3</u>	<u>6/1/20</u>	<u>6/1/21</u>	<u>6/1/22</u>
Forklift (less than 6,000 lb. cap. or working heights below 28 ft.)	\$32.85	TBD	TBD
Grout Pump	\$32.85	TBD	TBD
Mechanical Broom	\$32.85	TBD	TBD
Mud Jack	\$32.85	TBD	TBD
Self-propelled Sheepfoot or Padfoot Roller or Compactor (Other than provided for in Class 2)	\$32.85	TBD	TBD
Straddle Carrier	\$32.85	TBD	TBD
Trench Machine (under 40 H.P.)	\$32.85	TBD	TBD
TOTAL PACKAGE	\$68.74	\$70.85	\$73.00

<u>WAGES - CLASS 4</u>	<u>6/1/20</u>	<u>6/1/21</u>	<u>6/1/22</u>
Air Compressor (400 c.f.m. or over)	\$31.80	TBD	TBD
Compact Loader (Rubber Tire, Track, and Utility)	\$31.80	TBD	TBD
Engine Driven Welding Machine	\$31.80	TBD	TBD
Mechanical Heater (other than steam boiler)	\$31.80	TBD	TBD
Oiler	\$31.80	TBD	TBD
Deck Hand	\$31.80	TBD	TBD
Light Plant	\$31.80	TBD	TBD
Mechanics Helper	\$31.80	TBD	TBD
Small Outboard Motor Boat (Safety Boat and Life Boat)	\$31.80	TBD	TBD

<u>WAGES - CLASS 4</u>	<u>6/1/20</u>	<u>6/1/21</u>	<u>6/1/22</u>
Water Pump Operator (more than one well point pump)	\$31.80	TBD	TBD
TOTAL PACKAGE	\$67.69	\$69.80	\$71.95

The rates of pay for Apprentices are based on a percentage of the Class 2 wage rate as established in the Collective Bargaining Agreements. The Journeyman's wage is subject to change through these Collective Bargaining Agreements.

<u>APPRENTICE WAGES</u>	<u>6/1/20</u>	<u>6/1/21</u>	<u>6/1/22</u>
55% 1 st Year	\$19.55	TBD	TBD
65% 2 nd Year	\$23.10	TBD	TBD
75% 1 st Half of 3 rd Year	\$26.65	TBD	TBD
80% 2 nd Half of 3 rd Year	\$28.40	TBD	TBD
85% 1 st Half of 4 th Year	\$30.20	TBD	TBD
90% 2 nd Half of 4 th Year	\$31.95	TBD	TBD

ARTICLE 12 - PREMIUM PAY DEFINITIONS

SECTION 12.1 - CERTIFICATIONS

- (a) An Operator with the above-mentioned certifications shall present their certification card to the employer in order to receive the Premium Wages Listed in Article 11. The certification pay shall become the base rate of pay only for that specific equipment for which an operator is assigned.
- (b) If the Contractor requests a Crane Operator, such Operator dispatched shall receive the Crane Operator premium pay regardless of the equipment they may be assigned to.

SECTION 12.2 - MACHINE WAGE UPGRADE

If, in changing machines, the rate is higher than the other, the employee shall be paid the

highest rate of pay for that day.

SECTION 12.3 - MULTI-UNIT MACHINES

An Operator of a Multi-Unit machine used in the earth moving industry shall receive an additional SEVENTY CENTS (\$.70) per hour over the regular wage rate, for every extra unit used beyond the normal combination.

SECTION 12.4 - MASTER MECHANIC

A Master Mechanic shall be paid ONE DOLLAR FORTY-FIVE CENTS (\$1.45) over the regular wage rate, or SEVENTY CENTS (\$.70) over the highest paid machine (Excluding Certification Premium) on the job whichever is more.

SECTION 12.5 - TUNNEL WORK

An Operator working in tunnels shall be paid an additional ONE DOLLAR (\$1.00) over the regular wage rate. Underground pay differential shall apply for the full shift, and all overtime, to any operator performing work underground.

SECTION 12.6 - SUPERFUND WORK

Any Operating Engineer doing clean-up work which has been designated Hazardous by the State or Federal Government as part of the Super Fund Cleanup or requiring Class A, B, or C protective equipment as defined in C.F.R. 1910-120, will receive thirty percent (30%) above the pay of Classification No. 2.

Non-superfund Hazardous cleanup will pay as follows:

- (A) Level A - Add THREE DOLLARS (\$3.00) to Classification.
- (B) Level B - Add TWO DOLLARS (\$2.00) to Classification.

SECTION 12.7 - EXCAVATOR BUCKET PAY

- A. Operators on excavators with buckets four (4) cubic yards and up, but not including six (6) cubic yards, shall receive an additional SEVENTY-FIVE CENTS (\$.75) per hour above the base rate.
- B. Operators on excavators with buckets six (6) cubic yards and up shall receive the above mentioned SEVENTY-FIVE CENTS (\$.75) plus an additional FIFTY CENTS (\$.50) per hour above the base rate.

SECTION 12.8 – LONG BOOM PAY

All engineers operating cranes and derricks of all types with boom lengths of ninety feet (90') to one hundred fifty feet (150'), including jib, shall be compensated an additional FIFTY CENTS (\$.50) per hour over and above the regular wage scale for operating such crane. All engineers operating cranes and derricks of all types with booms of more than one hundred fifty feet (150'), including jib, shall be compensated the aforementioned FIFTY CENTS (\$.50) plus an additional TWENTY CENTS (\$.20) per hour over and above the regular wage scale for operating such crane for each additional ten feet (10') of boom or jib. When a boom increment exceeds an even ten foot (10') increment, the operator will receive payment based on the next ten foot (10') increment.

SECTION 12.9 – CAPACITY PAY

All engineers operating cranes and derricks with a manufacturer's rated maximum capacity exceeding fifty (50) tons shall be compensated THREE CENTS (\$.03) per hour for each ton of the rated capacity in excess of fifty (50) tons. Long Boom Pay and Capacity Pay of this Article shall not be pyramided, but the highest rate shall prevail.

SECTION 12.10 – AUGERS AND DRILL RIGS

All engineers operating raised blind hole drills or truck-mounted drill rigs shall be compensated an additional ONE DOLLAR (\$1.00) per hour over and above the regular wage scale for operating such equipment.

SECTION 12.11 TOWER CRANES

Any engineer operating a tower crane or derrick crane and the operators cab or station is elevated fifty (50') feet or more above the adjacent ground or water level, such operator shall receive an additional ONE DOLLAR AND FIFTY CENTS (\$1.50) over scale. Such engineer will be allowed an additional half (1/2) hours pay for prep and climb time at the beginning of each shift at the applicable overtime rate. The Contractor shall also allow ample time for the operator to perform end of shift maintenance and descend from the tower at the end of shift.

ARTICLE 13 – FRINGE BENEFIT FUNDS

SECTION 13.1 Except where expressly noted, when the phrase “the Funds” is used in this Agreement, it means any and all fringe benefit funds or plans referenced in this Agreement including the Midwest Operating Engineers Welfare Fund, the Retiree Medical Savings Plan, the Midwest Operating Engineers Pension Trust Fund (a/k/a “Pension Fund”), the Midwest Operating Engineers Retirement Enhancement Fund, the Local 150 I.U.O.E. Vacation Savings Plan (a/k/a “Vacation Savings”), Operating Engineers Local 150 Apprenticeship Fund, and the Midwest Operating Engineers Construction Industry Research and Service Trust Fund (a/k/a “CRF”).

SECTION 13.2 The Employer shall pay contributions to each of the Funds at the rate required by the Wage Rates and Fringe Benefits provision of this Agreement per hour for each hour for which the employee receives wages under the terms of this Agreement., the Employer shall pay contributions to all of the Funds on behalf of Supervisors, as further described below, and the Employer shall pay contributions to all Funds except Vacation Savings on behalf of owner/operators and relatives, as further described below. Contributions to the Funds shall not constitute or be deemed wages due to the employee.

SECTION 13.3 All the Funds except CRF, QCCIAT, and Illowa maintain a place of business at 6150 Joliet Road, Countryside, Illinois 60525, or at such other place designated by the Trustees. The Employer shall pay contributions to the Funds through Automated Clearing House (ACH) or any mechanism duly designated by the Trustees, at the Trustees’ option. The Trustees may require the Employer to use ACH, or any other mechanism duly designated by the Trustees to pay liquidated damages, interest, or any other sums owed to the Funds.

The Employer shall also submit its contribution reports via I-Remit, or any mechanism duly designated by the Trustees at the Trustees’ option. Where the Employer fails to utilize the Trustees’ designated reporting mechanism, the Funds may charge the Employer a fee set by the Trustees to compensate the Funds for the additional costs associated with non-compliance and

such fee is subject to collection in any suit brought by the Funds. The contribution reports must be completed as required by the Trustees.

The reports and payments are due not later than the tenth (10th) day of the following month. If payment for contributions is not received by the Funds by the twentieth (20th) day of the month, the Employer shall be deemed to be in violation of this Agreement and the aforementioned Trust Agreements and shall be liable for contributions due, liquidated damages, interest, and any other cost of collection.

SECTION 13.4 It is understood and agreed that the Employer shall be bound to the terms and provisions of the Agreements and Declaration of Trust of each of the Funds, and all amendments heretofore or hereafter made thereto, as though the same were fully incorporated herein. Each Employer bound hereby irrevocably appoints as his representative on the Board of Trustees such Trustees as are named in the Agreement and Declaration of Trust as Employer Trustees and their successors duly appointed as therein set forth.

SECTION 13.5 The parties recognize that individuals employed by the Employer may receive compensation in such manner that it is difficult to determine for purposes of fringe benefit contributions the precise number of hours which are spent performing bargaining unit work. It is therefore agreed that when an employee performs bargaining unit work and that employee is: a shareholder, officer, managing member, and/or director of the Employer ("owner/operator") or; a relative (father, mother, son, daughter, brother, sister, husband, wife, in-law) of a shareholder, officer, managing member, and/or director of the corporation; the bargaining parties have agreed that any shareholder/relative reporting under this clause must report one hundred twenty (120) hours per month, twelve (12) months a year, irrespective of the amount of work they perform or the amount of compensation they receive in any individual month. The Employer may elect to report on the basis of actual hours worked per month provided the hours reported are in excess of one hundred twenty (120) hours each month. If the Employer fails to make contributions on behalf of an owner/operator or relative, it is understood and agreed that the affected individual is not entitled to the receipt of benefits.

Corporate officers and their children will be exempt from this provision when they operate equipment doing bargaining unit work during an emergency such as fire, flood or to save life or property.

Anything herein contained to the contrary notwithstanding, an Employer required to make contributions on behalf of a "Supervisor" shall make contributions on the basis of one hundred fifty (150) hours each month. The Employer may elect to report on the basis of actual hours worked per month provided the hours reported are in excess of one hundred fifty (150) hours each month.

The exemptions provided herein do not relieve the Employer from the obligations of Article 10, Section 3 Machine Assignment of this Agreement.

During the term of this Agreement, if the per member/participant cost of providing Welfare Fund benefits to such persons exceeds the total contributions made on their behalf hereunder on an annualized basis, the parties agree to meet and bargain over the need to increase the one hundred twenty (120) hours monthly minimum contribution requirement of this provision. The parties agree that such meetings and bargaining will not be considered a reopening of the contract for any purpose and all other provisions of the agreement shall remain in force and effect through the term of the Agreement.

SECTION 13.6 In computing the amounts due for Vacation Savings, the Employer is required to add the amount per hour to the employee's gross wages and then deduct the Social Security and Withholding Tax from the gross figure on each check. The full amount shall then be set aside for remittance to the Vacation Savings.

SECTION 13.7 The Employer further agrees to be bound by the terms of the Apprenticeship Standards established by the Joint Apprenticeship Training Committee of the Northern Illinois and Northern Indiana Apprenticeship and Skill Improvement Program, as approved by the United States Department of Labor, Bureau of Apprenticeship Training.

ARTICLE 14 – QUAD CITY CONSTRUCTION INDUSTRY ADVANCEMENT TRUST (QCCIAT), CONSTRUCTION INDUSTRY RESEARCH AND SERVICE TRUST FUND (CRF), AND THE ILLOWA CONSTRUCTION LABOR MANAGEMENT COUNCIL (ILLOWA)

Effective June 1, 2020, of the ONE DOLLAR AND FOURTEEN CENTS (\$1.14) going to the CRF contributions, TWENTY CENTS (\$0.20) per hour for each hour worked for which contributions are made will be distributed to the QCCIAT, and FOUR CENTS (\$0.04) per hour for each hour worked for which contributions are made will be distributed to ILLOWA.

Effective June 1, 2021, of the to be determined amount going to the CRF contributions, TWENTY ONE CENTS (\$0.21) per hour for each hour worked for which contributions are made will be distributed to the QCCIAT, and FOUR CENTS (\$0.04) per hour for each hour worked for which contributions are made will be distributed to ILLOWA.

Effective June 1, 2022, of the to be determined amount going to the CRF contributions, TWENTY ONE CENTS (\$0.21) per hour for each hour worked for which contributions are made will be distributed to the QCCIAT, and FOUR CENTS (\$0.04) per hour for each hour worked for which contributions are made will be distributed to ILLOWA.

The QCCIAT maintains an office at 520 24th St. Rock Island, IL 61201. The Employers contribution to the QCCIAT shall be determined by multiplying 0.275% times the total package (Class 2) each year at contract renewal and rounding to the nearest penny per hour for each hour worked by operators.

ILLOWA maintains an office at 2112 53rd Street, Moline, IL 61265.

The Employer agrees to be bound by the Agreement and Declaration of Trust establishing the Industry Advancement Fund as well as any amendment thereto and agrees to be bound by all actions taken by the Trustees of said Industry Advancement Fund pursuant to said Agreement and Declaration of Trust and amendments thereto.

The Administration of this Fund shall be solely in the hands of the Association and no Employer shall pay any funds to any representative of his employees, except for actual services rendered, and provided further that any documents establishing such funds and any amendments

thereto shall be first approved by the Union. An annual audit of the Fund shall be made by a certified public accountant and the Association, at no cost to the Union, shall furnish a copy of the same to the Union.

The Union, at all reasonable time, during regular working hours, upon request, shall have the right, through its representatives, auditors, and attorneys to examine the books and records of the Fund and to extract portions thereof and make copies. The Fund, the Trustees thereof and the Association, agree to indemnify and hold harmless the Union, its Officers, Agents, Representatives, and Members from any claim, suit, cause of action, or otherwise as regard the collection and transmission of the Industry Advancement Fund collections, its Administration or any act or action in connection therewith and such indemnity and agreement to hold harmless shall include the payment of costs and attorneys' fees on behalf of the beneficiaries of such indemnity and shall require immediate notification to the Union of any claim or potential cause of action which might, in any way, effect the Union, its officers, agents, representatives or members.

Anything to the contrary notwithstanding, no expenditure from said Fund shall be made for any activity harmful or injurious to the Union or its members. In the event the Union objects to expenditure for reasons which it deems will be harmful or injurious to it or its members, the activity for which the expenditure is to be made shall cease, and no further expenditures in such connection shall be made. Without in any way intending to limit the nature of prohibited expenditures, no expenditure shall be made for any of the following purposes:

1. Promotion of legislation opposed by the Union or opposition to legislation favored by the Union;
2. Subsidies, indemnities, or payment of any kind to contractors during, or in connection with a period of strike, lockout, or work stoppages;
3. Litigation before any court or administrative body against the Union or the payment of any expenses directly or indirectly involved in any such litigation; and
4. Publicity or public relations campaigns in support of management's position respecting bargaining negotiations with the Union.

The instrument creating the Fund shall contain the provisions of this sub-paragraph.

Contributions of the Employer shall be forwarded to said Fund together with forms supplied for such purposes, not later than the tenth (10th) day of the following month.

Contributions to the aforesaid Industry Advancement Fund and Construction Industry Research and Service Trust Fund shall not constitute or be deemed wages due to the employee. The sole liability of the contributing Employer shall be the payment of hourly contributions as provided in this Article.

Anything herein contained to the contrary notwithstanding, an Employer required to make contributions on behalf of a "Supervisor" shall make contributions on the basis of one hundred one-fifty (150) hours each month. The Employer may elect to report on the basis of actual hours worked per month provided the hours reported are in excess of one hundred fifty (150) hours each month.

The parties recognize that individuals employed by corporations who are party to this Agreement may perform both bargaining unit and/or non-bargaining unit work. Certain of these employees receive compensation in such a manner that it is difficult to determine for purposes of fringe benefit contributions the precise number of hours which are spent performing bargaining unit work. It is therefore agreed that when an employee who is employed by a corporation, performs bargaining unit work and/or non-bargaining unit work and who:

Is a shareholder, officer and/or director of the corporation; or

Is a relative (father, mother, son, daughter, brother, sister, husband, wife, in-law) of a shareholder, officer and/or director of the corporation, the bargaining parties have agreed that any shareholder/relative reporting under this clause must report one hundred fifty (150) hours per month twelve (12) months a year, irrespective of the amount of work they perform or the amount of compensation they receive in any individual month. The Employer may elect to report on the basis of actual hours worked per month provided the hours reported are in excess of one hundred fifty (150) hours each month.

Corporate officers and their children will be exempt from this provision when they operate equipment doing bargaining unit work during an emergency such as fire, flood, or to save life or property.

The exemptions provided herein do not relieve the Employer from the obligations of Article 3 of this Agreement.

If payment for contributions as defined above is not received by the Fund Office by the twentieth (20th) day of the month, the Employer shall be deemed to be in violation of this Agreement and the aforementioned Trust Agreement and shall be liable for contributions due, liquidated damages, interest and any other costs of collection.

ARTICLE 15 - UNION ADMINISTRATIVE DUES

Upon receipt of a properly signed authorization from an employee, the Employer shall deduct said uniform administrative dues for hours paid or worked. The Union shall be responsible for obtaining all individually signed authorizations.

Deductions will be made weekly and reported to the Union on monthly report forms by the tenth (10th) of the following month. If payment is not received by the twentieth (20th) of the month, it shall be considered a violation of this Agreement.

The Union agrees to indemnify and save the Contractor harmless against any and all claims, suits or other forms of liability arising out of said deductions.

ARTICLE 16 - BONDING FOR FRINGES

The Union has the right to require a surety bond from Employers that have not worked in its territory recently or those who are constantly in arrears in contributions.

ARTICLE 17 – PENALTY FOR FAILURE TO MAKE PAYMENTS AND LEGITIMATE PICKET LINE

SECTION 17.1 - PENALTY FOR FAILURE TO PAY PENSION AND/OR HEALTH AND WELFARE AND/OR VACATION CONTRIBUTIONS AND/OR DUES CHECK OFF AND/OR GRIEVANCE AWARDS AND/OR PAC CHECK-OFF

If any Employer upon forty-eight (48) hours written notice of default to the Employer fails to pay pension or health and welfare or vacation or dues check off contributions, the arbitration procedure herein provided for shall become inoperative and the Union shall be entitled to resort to all legal and economic remedies, including the right to strike and picket until such failure to pay has been corrected.

Disputes as to the effectiveness or validity of employee dues deduction authorizations shall not subject a contractor to any right to strike provided for in this Article. The Union must be advised specifically of any such dispute within forty-eight (48) hours of written notice.

SECTION 17.2 - PENALTY FOR FAILURE TO PAY WAGES

If any Employer fails to pay wages, the arbitration procedure herein provided for shall become inoperative and the Union shall be entitled to resort to all legal and economic remedies, including the right to strike and picket until such failure to pay has been corrected including penalties set out in Articles 8 and 13 herein.

This clause shall be inoperative if the amount of wages is bonafide disputed. In such instance, the Employer shall then pay the wages admitted to be due and the balance shall be settled by the arbitration procedure as provided herein.

SECTION 17.3 - LEGITIMATE PICKET LINE

It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter upon any property involved in a legitimate labor dispute or refuses to go through or work behind any picket line, including the picket line of the union party to this Agreement and including picket lines at the Employer's place or places of business. Furthermore, an employee may refuse to cross any picket line when he fears that bodily

harm may be done to him.

ARTICLE 18 - SECURITY PAYMENTS

SECTION 18.1 - The Contractor shall comply with all Federal and State laws governing Workmen's Compensation, Old Age Benefits, Social Security, Unemployment Compensation, and so forth.

SECTION 18.2 - In order to insure employees covered by this Agreement against the hazards of unemployment, resulting through no fault of their own, Employers who are not automatically within the provisions of State Unemployment Acts, or required to make contributions thereunder, hereby agree to make voluntary application to the proper State authorities so as to come within the statutory provisions of the Illinois and Iowa Unemployment Compensation and Workmen's Compensation Acts relating to Employers who are not under said Acts and the Regulations promulgated thereunder, regardless of number employed. The Contractor will furnish the Union their Unemployment Insurance Serial Number. The Contractor will advise each employee during the period of his employment as to which state Unemployment Compensation contributions will be paid in his behalf.

SECTION 18.3 - RECIPROCAL STATE INCOME TAX WITHHOLDING

The Employer will withhold state income tax as required – subject to any applicable, reciprocal, income tax withholding agreement: (1) between Illinois and any other state; and/or (2) between Iowa and any other state. The Employer will take necessary steps to effectuate proper withholding pursuant to any such reciprocal tax agreement.

ARTICLE 19 - COMPETITION COMMITTEE

SECTION 19.1 - The Local Union shall have the authority to make contract concessions during the term of this Agreement. Any such concessions or modifications shall be granted on a project by project basis only.

SECTION 19.2 - Any individual Employer or Employers signatory to this Agreement may

request contract concessions for a specific project. Upon such a request the Local Union may, as appropriate, grant concessions and modifications necessary to assure continued work opportunities for their Employers.

SECTION 19.3 - No wage concessions shall be granted on projects which State or Federal Laws require that a prevailing rate be paid.

ARTICLE 20 - OPERATORS AND MECHANIC FUNCTIONS

SECTION 20.1 - DRIVERS

A driver shall be employed on all truck-mounted cranes with four (4) axles or more including boom dolly (dolly axles shall count as crane axles), and other similar equipment or truck-mounted equipment which is within the jurisdiction of the International Union of Operating Engineers, when in use. If additional help is required on any of the equipment mentioned herein including a concrete pump with a boom, it shall be an operating engineer and he shall receive the Classification No. 3 Wage Rate as set forth in Article 11. Said driver shall also perform duties, which are considered as the duties of an oiler/apprentice, when not actually driving said machine. A driver shall be required on all truck mounted Guard Rail Drivers.

SECTION 20.2 - OPERATOR MAINTANACE

- 1) All maintenance, erection, dismantling, repair, or mechanical work relative to equipment falling within the jurisdiction of this bargaining unit, done on the job site, shall be done by mechanics or operators.
- 2) When mechanics are used in the field, for the repair of a breakdown of a machine which has an operator assigned to its operation, said operator may either assist the mechanic or be temporarily assigned to an unmanned machine while repairs are being made. However, it is understood that operators of machines listed in wage Classification No. 1 & 2 shall be working at all times repairs are being made, either by temporary assignment, or assisting the mechanic.
- 3) An operator shall grease or oil the machine to which he is assigned unless a group equipment greaser or an oiler/apprentice is employed for this purpose. When a group

equipment greaser is used on a production shift, the operator shall assist the equipment greaser.

- 4) An Operator on all hydraulic type backhoes with 360 degree capability and a G.V.W. of forty thousand (40,000) pounds or greater, truck cranes with twenty (20) ton capacity up to a truck crane with 4 axles or more, and all other cranes (including mantis and similar manufactured machine regardless if mounted on tires, tracks, or rail) with twenty (20) ton capacity or greater up to eighty (80) ton capacity, shall be paid one-half (1/2) hour's pay at the appropriate overtime rate for maintenance. The Operator must start one-half (1/2) hour early or stay one-half (1/2) hour later to maintain the machine in order to receive additional pay.
- 5) When equipment greasing operations are scheduled on an off production shift basis, two (2) equipment greasers shall be used and shall work a like number of hours per shift as the operators on the production shift. When two (2) group equipment greasers are used, ONE (1) shall be designated as a leadman and receive an additional TWENTY-FIVE CENTS (\$.25) per hour.

SECTION 20.3- MECHANICS

A. Lead Mechanic

When a project is the size which requires more than one (1) regularly assigned mechanic per shift in either the job site shop or area, then one (1) mechanic shall be designated as a leadman and shall receive TWENTY-FIVE CENTS (\$.25) over the mechanic's regular rate.

B. Mechanics Function

Mechanics are employed by the Contractor because of their knowledge of equipment and their ability to make whatever repairs on equipment that may be required. This shall not absolve the operator of the responsibility of the assigned machine maintenance, or repair, within his qualifications.

C. Mechanics Truck and Tools

It shall not be a requirement for employment that an employee furnish a vehicle for the transportation of tools or equipment on the job. If a mechanic furnishes a truck at the request of

the employer to service a project, the employer and mechanic shall agree upon suitable compensation for truck.

The Company agrees to pay for or replace with equal quality any tools (excluding hand tools guaranteed for life by the manufacturer) broken on the job while working on the Employer's business by mechanics or anyone required to furnish their own tools.

The Company shall maintain an insurance policy or assume the cost risk for employee's tools which may be broken as described above, or portion thereof, on Company premises and while in the Company's utility truck and when the employee is out of town overnight, due to theft by breaking and entry, including fire and explosions or other circumstances that may happen on the Company premises and/or Company's utility truck. In cases of employee gross negligence, the above insurance policy will not apply. The employee will provide the Company with a current inventory list.

SECTION 20.4 - CLARIFICATION OF REPAIR AND MAINTANACE

For clarification, it is agreed that the expression "repair of a breakdown" as used herein is intended to mean any work involving the correction of a stoppage caused by the breaking or wearing out any part of a machine, or that work done to avoid a stoppage by the replacement of worn parts, or that work done to modify such machine.

Maintenance work is intended to mean that work done on a machine which pertains to lubrication, or the minor adjustment of working parts or systems, tire work, and preventive maintenance on cables.

SECTION 20.5 - PUMPS & HEATERS

A. Mechanical Pumps

An Operator shall be required on pumps when they equal a multiple of 6 inches (6") or over and/or any pump six inches (6") or larger is used, regardless of motive power.

One Operator may operate up to four (4) pumps, provided they are within reasonable proximity of each other.

It is also agreed that the Contractor or superintendent may operate two (2) pumps of two inch (2") suction line capacity or one (1) pump of three inch (3") suction capacity; however,

when not operated by the Contractor or superintendent, they shall be operated by another Operator on the job site.

B. Electric Submersible or Electric Deep Well Pumps

An Operator may operate as many electric submersibles or electric deep wells as efficiently will permit. When electrical submersibles or electric deep wells are used as a continuous operation, an Operator will be required no less than one (1) eight (8) hour shift, for each day the pumps are operated or used. The assigned Operator shall be subject to call at any time of the day to assist in the repair, servicing, removal, installation, or relocation of all electric submersibles or deep well pumps. When power for these pumps is produced at the job site by temporary or portable generators, the pumps shall be manned continuously.

C. Mechanical Heaters

The furnishing of an Operator for mechanical heaters shall be at the discretion of the Contractor. If in the Contractor's opinion an attendant is desirable, the attendant shall be an Operating Engineer.

SECTION 20.6 - SMALL EQUIPMENT

A. Welding Machine

An Operator shall be required for engine driven welders five hundred-ninety (590) amp. or more; or multiple of welders totaling over five hundred-ninety (590) amp.

B. Compressors

An Operator shall be required for compressor(s) totaling of four hundred (400) c.f.m or more.

C. Generators

An Operator shall be required on one (1) generator of fifty (50) k.w. or more, or a multiple of generators twenty (20) k.w. or more, totaling fifty (50) k.w. or more except on concrete and asphalt plants.

D. Conveyor

An Operator shall be required on concrete conveyor or conveyors over twenty (20) h.p. At the Contractor's discretion, if an attendant is required on conveyors other than those

mentioned herein, it shall be an Operating Engineer.

SECTION 20.7 - SMALL EQUIPMENT MANNING AND SCALE

GROUP I:	Compressor between 50 and 400 c.f.m.
GROUP II:	One (1) engine driven welder under 590 amp.
GROUP III:	One (1) generator between 20 and 50 k.w.
GROUP IV:	Small engine driven pumps under 6 inches in capacity other than those specifically provided for in this Agreement.
GROUP V:	Mechanical heaters as determined by the Contractor.

- (1) On intermittent work, an Operator already employed by the Contractor on the same job or project may start and stop any one (1) of the machine groups mentioned above.
- (2) When two (2) to five (5) of these machine groups are used at one time, an Engineer is required at the Classification No. 4 Wage Rate.
- (3) When the machine groups mentioned above reach more than five (5) on a job or project, an additional Engineer shall be required and the machine groups divided equally.
- (4) If no Operator is employed on the job site, an operator shall be employed to man said equipment covered by this Article.
- (5) Operators shall perform all construction tasks assigned to them by their employer.
- (6) When compressors over four hundred (400) c.f.m., generators over fifty (50) k.w., or hydraulic pumps, are used exclusively as a source of power for an attachment (pile-driving hammer, extractor, auger, buster, pick, etc.) on machines that require oilers/apprentices whether mounted on the machine or sitting nearby an Engineer will be employed in lieu of an oiler/apprentice. Said Engineer shall operate the above-mentioned equipment along with performing the duties of the oiler/apprentice, and his rate of pay will be the same as that of the Operator.

- (7) When a compressor is used as a source for hydraulic backhoe mounted breakers, the tractor operator shall also run the compressor. However, if an additional person is required in connection with this operation, it shall be an Operating Engineer.

SECTION 20.8 - ELEVATOR/ MATERIAL HOIST

- A. On projects in an existing building, the use of an Operator on a permanent, automatic elevator shall be at the discretion of the Contractor. Whenever an attendant is used, it shall be an Operating Engineer.
- B. On new building construction projects, when all the contractor workman (including those working for all subcontractors and other primes) working on the project, average less than fifteen (15) workmen, or after the job is seventy-five percent (75%) completed, the Contractor may, at his option elect not to use an operator on a completed, permanent elevator which is programmed for automatic operation. In any event, whenever an attendant is used on said elevator, it shall be an Operating Engineer.
- C. All temporary hoists or manlifts, hauling personnel and/or material shall require an Operator at all times when used, whether programmed for automatic operation or operated manually.

ARTICLE 21 - OILERS AND FIREMEN FUNCTIONS

SECTION 21.1 - REQUIRED OILER MACHINES

The Contractor agrees to use an Oiler/Apprentice on all machines listed below:

- Machines used for driving pile
- Machines used for auguring caissons
- Power Shovel
- Draglines
- Clamshells
- Trenching Machine forty (40) H.P and over
- Dredges

- All Friction Rigs, All Hydraulic Crawler Rigs, and all Rough terrain crane/pickers including mantis and similar manufactured machines regardless if mounted on tires, tracks or rail over eighty (80) ton capacity based off of the original manufactured specifications
- Tower Cranes
- Tow or Push Boats four hundred (400) H.P and over
- Milling Machine⁵

SECTION 21.2 - OILER FUNCTION

The oiler/apprentice or fireman, when not firing, oiling or greasing machinery, shall perform the duties of ground man around the machine, such as spotting trucks or moving and resetting mats when directed to do so by the Operator or Contractor.

SECTION 21.3 - OILERS WORK DAY

Oilers/Apprentices are to start their day's work one-half (1/2) hour ahead of the regular starting time of the Operator and will take a one (1) hour lunch period. The oiler/apprentice will perform maintenance on the machine during the Operator's lunch period. The oiler's/apprentice's work day shall terminate at the same time as the Operator.

ARTICLE 22 - CRAFT FOREMAN

Where an employer employs fifteen (15) or more Operating Engineers per shift on a project, the Employer shall employ a Craft Foreman selected by the Union and shall pay such individual the wages provided for in this Agreement. Where an Employer employs thirty (30) or more Operating Engineer per shift on a project the Employer shall employ an Assistant Craft Foremen selected by the Union and shall pay such individual the wages provided for Craft Foremen in the Agreement.

The Craft Foreman will receive a minimum of Two Dollars (\$2.00) above Class 1 wages or will be paid the same amount as the highest paid operator on the Contractor's payroll for that

⁵ Over 48" or a machine with ground controls

job, not to exceed Ten Dollars (\$10.00) above Class 1. The Assistant Craft Foreman will receive the same wages as the Craft Foreman, but not to exceed Four Dollars (\$4.00) above Class 1.

The Craft Foreman will be a working mechanic or operator and be the lead man of the employees in the Bargaining Unit. Such individual, however, shall neither have the authority to, nor shall he exercise any of the functions customarily exercised by supervisors within the meaning of the National Labor Relations Act, as amended. In no way shall such individual be deemed to be an agent of the Union. The Craft Foreman shall assist in the assignment of all operating engineers, apprentices and oilers employed on the project.

The Craft Foreman may operate or repair equipment on an emergency basis or in the event of illness or injury of the regularly assigned engineers or mechanic for one shift only. He shall, in addition, supervise the on-the-job training of Apprentices by Journeymen.

In the event more than four (4) machines in Class 1, 2, 3, or 4 are retained on any project to be operated by members of the bargaining unit on any and all overtime, the Craft Foreman will be retained. The Employer will make every effort to cooperate with the Craft Foreman in respect to the assignment of duties of the employees in the bargaining unit.

An Operating Engineer servicing and operating the following listed machines: Air compressors, Generators, Mechanical Heaters, Small Electric Winches, Welding Machines, Pumps and Steam Generators shall not be counted as employees in determining the number of men in the bargaining unit requiring a Craft Foreman. The above provisions shall apply to all shift work done pursuant to the terms of this agreement.

ARTICLE 23 - DRINKING WATER, SAFETY AND SANITATION

SECTION 23.1 - The Contractor shall furnish suitable drinking water and sanitary cups, on the job site. Iced drinking water shall be furnished during the warm season.

SECTION 23.2 - The Contractor will not discharge an employee for failure to work under police protection or to violate a picket line.

SECTION 23.3 - The Contractor agrees to use reasonable safety precaution to protect the employees and the machines they operate from the dangers of falling materials. Clearing tractors

are to have an adequate canopy over the machine and Operator.

SECTION 23.4 - The Contractor shall furnish sanitary toilet facilities, on the job site, where and when practical. If facilities are not provided onsite, then the Operator will be provided a reasonable amount of time to drive to the nearest available facility.

SECTION 23.5 - Employees shall be furnished reasonable protection from the elements of the weather. Said protection shall include umbrellas and heat housers.

SECTION 23.6 - Haul roads shall be maintained and attended to, so as to adequately keep the dust down.

ARTICLE 24 - PHYSICAL EXAMINATION

When the Contractor requires an employee to take a physical examination or drug test, the Contractor shall assume the cost of said examination, which shall be given by a doctor of the Contractor's choice. The Contractor shall also pay the involved prospective employee for all time spent at the chosen site of examination but not less than two (2) hours wages at the applicable rate for the work they are proposed to do, provided that such operator passes the examination, and provided the operator was not on the payroll of the Contractor at the time the physical examination was taken. Such testing location will be located within 20 miles of the jobsite or the employee's residence.

ARTICLE 25 - DRUG TESTING POLICY

Possession, sale, or use of alcohol or nonprescription drugs on the employer's property, site of construction, or during working hours regardless of the location shall be grounds for termination. Any employee who reports to work under the influence of alcohol or non-prescription drugs shall be subject to termination.

The Union and Contractors recognize the problems of substance abuse in the workplace. By enacting a substance abuse program, we hope to combat the problems associated with substance abuse by creating a drug and alcohol free work environment. This program seeks to balance the

respect of an individual's privacy with our need to keep a safe, productive, drug and alcohol free environment.

Implementation of this policy is at the discretion of the contractor.

I. DEFINITIONS

A. Abuse – any use of a legal drug which impairs an individual's faculties (other than use of a legal drug for appropriate purposes in accordance with applicable medical directions).

B. Drug – any drug or substance defined as a controlled substance and included in schedule I, II, III, IV, or V under the federal controlled substances act, 21 U.S.C. 801 et seq.

C. Legal Drug – a drug for which there is a valid prescription, or an over the counter drug.

D. Prospective employee – a person who has made an application, whether written or oral, to a company to become an employee or who has been sent by the union to an employer for employment.

E. Sample – a sample from the human body capable of revealing metabolites, such as urine. Sample does not include blood (except in situations where a blood test was made on an employee involved in a workplace accident if the test was administered by or at the direction of a person providing treatment to the employee and the test was not made at the request of or by the suggestion of the employer).

F. Medical Review Officer – a licensed physician or physician assistant authorized to practice in any state of the United States who is responsible for receiving laboratory results generated by the company drug or alcohol testing program and who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result together with the individual's medical history and any other relevant biomedical information.

II. RULES

1. An employee may bring to work and take a prescription drug during work hours only if the drug has been prescribed for the employee by a physician or other authorized prescriber (such as

a dentist) and only if the drug is taken in accordance with the prescription directions. All prescription drugs must be kept in the container in which they were received from the pharmacy or other dispenser.

2. An employee must notify their immediate supervisor whenever he or she is using a prescription or over-the-counter drug which potentially may affect safety or work performance. The Company does not seek information on all drugs that an individual may be taking, but only those where there is an indication that the drug may affect performance, or there is a caution that one should not engage in certain activities which are part of the employee's job duties, while taking the drug. The Company reserves the right to take appropriate action (including relieving employees from work) if the use of the drug is impairing or is deemed likely to impair the employee's faculties or work performance. Abuse of legal drugs will not be tolerated and will be dealt with in the same manner as the use of a controlled substance.

3. All employees must report to work in a physical condition that will enable them to perform their jobs in a safe and efficient manner. Employees shall not use, possess, dispense, or receive prohibited substances on or at the job site.

III. TESTING

1. Individuals may be tested for the following reasons by a qualified medical review officer:

a. Pre-employment – The Company may conduct pre-employment drug tests designed to prevent hiring individuals who use controlled substances or who abuse legal drugs. The following drugs for which testing will be done are:

- ❖ Marijuana
- ❖ Cocaine
- ❖ Opiates
- ❖ Phencyclidine
- ❖ Amphetamines, including methamphetamines

The Company may conduct an alcohol test of prospective employees to whom a conditional offer of employment has been made. An alcohol concentration level of .04 or higher, expressed in terms of grams of alcohol, per two hundred ten liters of breath, or its equivalent, is

considered a positive alcohol test result and violates this policy.

b. Reasonable suspicion – A specific active employee may be required to submit to a drug test if the Company has evidence that an employee is using or has used drugs in violation of the written policy. This evidence must be drawn from specific objective and articulable facts and reasonable inferences.

c. Post-accident – evidence that an employee has caused an accident resulting in personal injury, (other than minor injuries requiring only first aid treatment and which do not involve medical treatment), loss of consciousness, restriction of work or motion, or property damage of \$1000 or more.

d. Unannounced Testing of Current Employees – employees may be subject to drug testing which is conducted on a periodic basis, without advance notice of the test and per customer requirements and without individualized suspicion. Employees required to be, pursuant to federal statute; federal regulations or orders issued pursuant to federal law, may be excluded from this policy, but will be subject to such federally mandated testing requirements.

e. Any employee who questions the results of a required drug test may request an additional test be conducted. This test must be conducted on the split sample that was provided by the employee at the same time as the original sample. The employee pays all costs for such testing, unless the results of the split sample test invalidates the result of the original test. The employee's request for a split sample test must be made to the Company within seven (7) days of the notice, or of when reasonable notice would have been given of the original sample verified test results.

f. An employee's test result that shows to be inclusive will be suspended without pay pending the outcome of the test. In the event the confirmed drug test is negative, the employee will be reinstated with back pay and interest on such amount at eighteen percent (18%) per annum for the time off while under suspension.

IV. SCHEDULING

1. Drug and alcohol testing will be scheduled during normal work periods. The time required for testing, including travel time, is considered work time for purposes of FLSA,

compensation and benefits.

2. A minimum of two (2) hours compensation or actual time spent at facility if time exceeds two hours will be paid for pre-employment testing. However, individuals testing positive for drug and/or alcohol will not be compensated.

V. CONFIDENTIALITY

1. All actions taken under this policy and program will be confidential and disclosed only to those with a "need to know".

2. All testing will be conducted at a qualified lab by a medical review officer.

VI. DISCIPLINARY ACTIONS

1. All employees are to report to work in a physical condition that enables them to perform their jobs in a safe and efficient manner. Employees shall not:

- a. use, possess, dispense, or receive prohibited substances on or at the job site;
- b. report to work with prohibited substances in their system.

2. Discipline

a. Refusal to submit to a drug and alcohol test when requested to do so will result in the individual being terminated or in the case of pre-employment, not hired.

b. Applicants testing positive for drug and/or alcohol use will not be hired.

c. Employees found in possession of drug and/or alcohol will be terminated.

d. Employees found under the influence of drugs and/or alcohol while on duty will be subject to termination.

e. Any employee who is currently enrolled in an assistant program and who tests positive, will be suspended until successful completion of the program and a negative test result. However, a second confirmed positive test will result in termination.

f. Terminations under this provision, including the circumstances surrounding the conduct of the drug and/or alcohol test, shall be fully subject to the grievance and arbitration provisions of the contract to the same extent and in the same manner as all other grievances as defined herein.

ARTICLE 26 - LEGAL CONFORMITY

It is the intent of the Contractors and the Union, parties to this Agreement, to comply fully with all State and Federal laws. Any provisions of this Agreement in Conflict with any State or Federal law shall be void. All other provisions and articles of this Agreement shall remain in full force and effect.

ARTICLE 27 - GRIEVANCES AND ARBITRATION

For the purpose of this Agreement, the term "grievance" is any claim or dispute involving an interpretation or application of the Agreement by an employee, or an Employer, or the Union, or the Association that one of the other of the aforesaid persons or organization is violating or has violated this Agreement.

1. All grievances shall be resolved under the provisions of this Article.

STEP ONE: A grievance shall first be taken up between the Union's Business Representative assigned to the job and a designated representative of the Employer.

STEP TWO: In the event that the grievance cannot be resolved within five (5) working days of the Step One conference, it shall be reduced to writing and referred for conference and resolution by designated officials of the Union and the Association.

STEP THREE: In the event the grievance cannot be resolved by the Step Two conference within seven (7) working days after receipt by the Union and the Association of the written grievance, the written grievance shall be submitted immediately to the Joint Grievance Committee created in this Article.

2. A. The Union and Association shall together create a Joint Grievance Committee to resolve grievances arising under this Agreement. This Committee shall consist of an equal number of members representing Employers and the Union; but with no less than three (3) members from each group. In the event that three (3) members are not available, the Union and the Association may appoint any fewer number of members as long as equalized voting is maintained. The Union or Association may appoint alternate members.

B. At its first meeting, the Joint Grievance Committee shall formulate rules of procedure to govern the conduct of its meetings and such rules for the processing of grievances as are not in conflict with this Agreement.

C. The Joint Grievance Committee shall have the power to resolve all grievances before it and shall have the right to examine all records of the Employers and employees as is reasonably necessary to resolve the grievance.

3. Where the Joint Grievance Committee, by majority vote, resolves a grievance, no appeal may be taken and such resolution shall be final and binding on all parties and individuals bound by this Agreement.

4. If the Joint Grievance Committee is unable to resolve a grievance by majority vote, the grievance may be submitted within thirty (30) days to a neutral arbitrator. If the Union and the Association cannot agree on an arbitrator, then an arbitrator shall be selected in accordance with the rules and procedures of the American Arbitration Association and the Arbitration shall be conducted under and in accordance with such rules and procedures. The cost of such arbitration shall be borne equally by both parties to the arbitration: and the decision of the arbitrator shall be final and binding on all parties and individuals bound by this Agreement.

5. The time limits provided in this Section may be extended by mutual written consent of the Union and the Association.

6. Neither the Joint Grievance Committee nor an arbitrator shall have any authority to add to, detract from or in any way alter the provisions of this Agreement or make a new Agreement.

7. A. There shall be no lockout by an Employer during the term of this Agreement.

B. Except as provided in Article 17 of this Agreement, there shall be no strikes or work stoppages by the Union during the term of this Agreement.

ARTICLE 28 - RIGHT OF ENTRY

The Business Representative of the Union shall have the privilege to visit any jobs to enforce the provisions of this Agreement, and he shall use every precaution to avoid delays in the

progress of the work.

ARTICLE 29 - JOB STEWARDS

Job Stewards will be appointed by the Union when it is deemed advisable by either the Union or the Contractor. The Steward shall be selected from among the work force of the Contractor and in such capacity be authorized to hear grievances and attempt to settle same in accordance with the provisions of this Contract.

A Steward shall have no authority whatsoever to cause a strike or to impose unethical conditions on either the Employer or the employees.

It shall be the responsibility of the Steward to promote a harmonious job relationship.

ARTICLE 30 - COVERAGE

This Agreement is intended to cover all matters of wages, and other conditions of employment, including insurance benefits, welfare funds, pension or benefit plans or similar or related subjects (except for equipment not included in wage classifications), and that during the term of this Agreement, the Contractor will not be required to negotiate on any further matters affecting these or any other subjects not specifically set forth in this Agreement.

ARTICLE 31 - IUOE LOCAL 150 QUALIFIED SAVINGS PLAN TRUST

The employer hereby agrees to accept and be bound by the terms and conditions of the International Union of Operating Engineers Local 150 Qualified Savings Plan Trust Agreement, including any amendments or changes thereto, together with such Plan Rules and Regulations as established and maintained in accordance with applicable State and Federal laws and regulations and that such Plan and Fund receive and maintain a tax qualified status with the Internal Revenue Service. The Employer further agrees to pay contributions into said Plan or Fund in such amount as set forth in Article 11, 13, 14, & 15 of the Agreement.

ARTICLE 32 – PAC CHECK-OFF

The Employer will deduct five cents (\$.05) for each hour that the employee receives wages under the terms of the Agreement, on the basis of individually signed, voluntary authorized deduction forms and shall pay over the amount so deducted to the International Union of Operating Engineers, Local 150, Political Action Committee (“IUOE PAC”), 6200 Joliet Road, Countryside, Illinois 60525. It is agreed that these authorized deductions for the IUOE PAC are not conditions of membership in the International Union of Operating Engineers, Local 150, or of employment with Employer and that the IUOE PAC will use such monies in making political contributions in connection with Federal elections. Payments to the IUOE PAC, accompanied by monthly reports on forms so provided by the International Union of Operating Engineers, Local 150, shall be remitted at the same time as required for the monthly pension and welfare payments on a separate check made payable to the IUOE PAC at the above address.

The Union agrees to indemnify and hold harmless the Employer, from any claim, suit, cause of action, or otherwise with regard to creation of this Dues Deduction, its administration or any act or action in connection therewith and such indemnity and agreement to hold harmless shall include the payment of costs and attorneys’ fees on behalf of the beneficiaries of such indemnity.

The Employer and the Union agree to bear their own respective costs incurred in administering the payroll deductions to the IUOE PAC.

ARTICLE 33 – SAFETY

SECTION 33.1 – SAFETY TRAINING

To provide a safe work environment and to fulfill mandates from customers all Operating Engineers will be required to have:

1. OSHA 10 Hour Safety Training (renewed every three years)
2. Current CPR and First Aid Training:

- a. June 1, 2020 to May 31, 2021- Strongly encouraged to have a current CPR, and First Aid training.
- b. June 1, 2021 and thereafter, any operator dispatched will be required to have current CPR and First Aid training

Operating Engineers who are currently certified as EMTs or Paramedics will not be required to have the CPR or First Aid requirements

SECTION 33.2 -- CELL PHONE PROHIBITION

The use of personal communication devices such as cellular phones and audible pagers is prohibited during work hours in work areas, unless the company has provided such devices to the employee for business use only. The employer may require that all personal communication devices be left in the employee's car or lunch box and/or off the job site during work hours. Any employee carrying a non-company issued cell phone/pager with an audible alarm must ensure the alarm is turned off during work hours and in work areas. Employees must not make, return or receive calls on personally owned portable phones during work hours. Employees will have access to communication devices for emergencies. Limited and TEMPORARY exceptions to this policy permitting the use of personally owned communication devices for ongoing personal emergency situations (such as imminent birth of a child) can be made only with the prior and continued approval of the employee's supervisor.

Employees are prohibited from posting images or statements related to project jobsite or Company facilities to social media or other similar platforms.

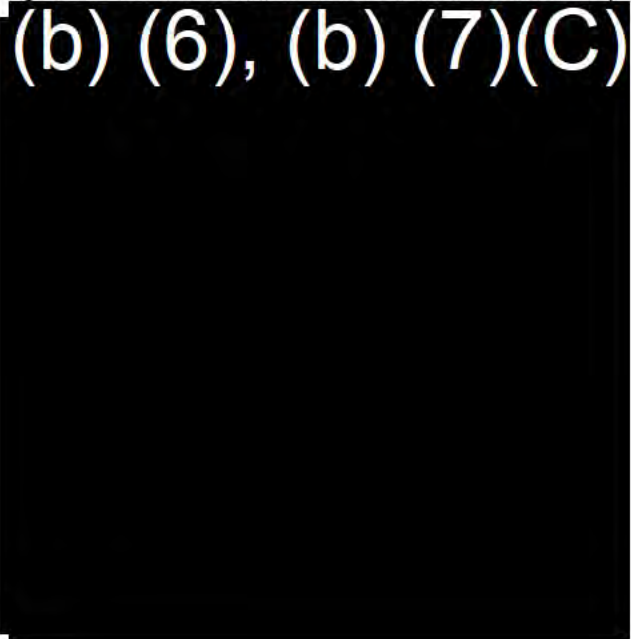
ARTICLE 34 - DURATION AND TERMINATION

THIS AGREEMENT shall be in force and effect June 1, 2020 through May 31, 2023 inclusive, and shall renew from year to year thereafter unless either party serves written notice upon the other of intent to modify or terminate the Agreement no less than sixty (60) days prior to any expiration date. Upon the service of notice of termination or modification, the parties shall promptly commence negotiations to the end of reaching a new or modified Agreement.

REPRESENTING THE:

QUAD CITY BUILDERS ASSOCIATION, INC.

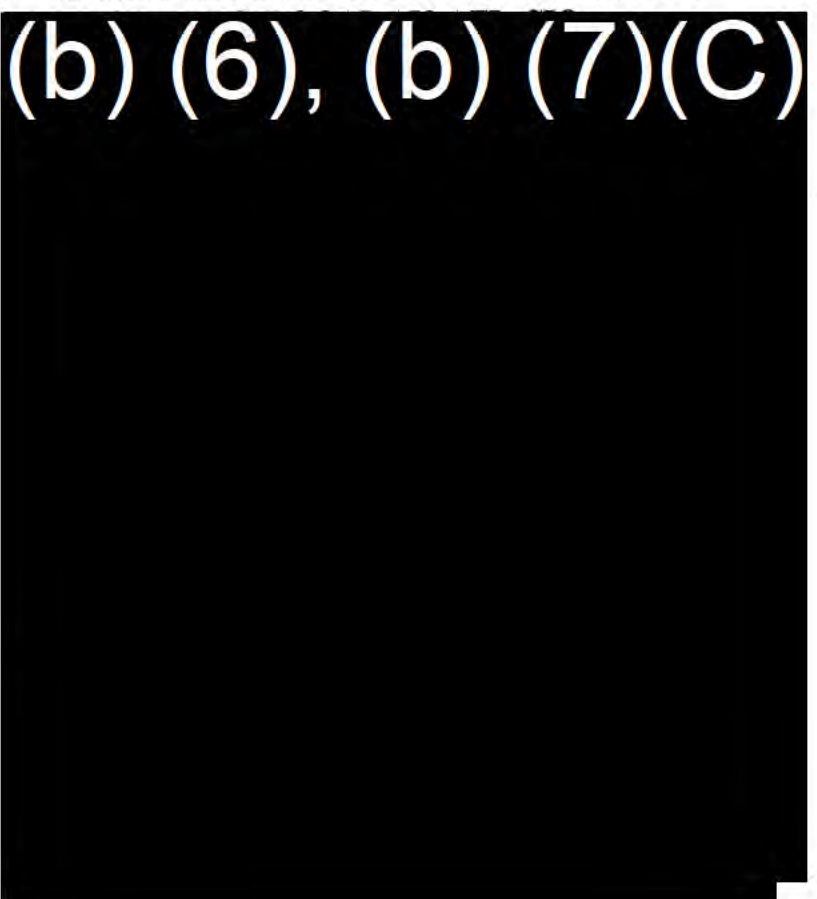
(b) (6), (b) (7)(C)

A large rectangular black redaction box covering the majority of the left side of the page, starting below the text "(b) (6), (b) (7)(C)".

REPRESENTING THE:

INTERNATIONAL UNION OF OPERATING

(b) (6), (b) (7)(C)

A large rectangular black redaction box covering the majority of the right side of the page, starting below the text "(b) (6), (b) (7)(C)".

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

MEETING SCHEDULE*

CHICAGO - 4th Thursday

6200 Joliet Road

Countryside, Illinois

JOLIET - 3rd Thursday

1050 N. I-55

and East Frontage Road

LAKEMOOR - 2nd Thursday

28874 Route 120

ROCKFORD - 2nd Thursday

4477 Linden Road

UTICA - 3rd Thursday

740 East U.S. Route 6

LAKEVILLE 3rd Thursday

1001 N. Michigan Avenue

MERRILLVILLE - 2nd Thursday

2193 W. 84th Place

ROCK ISLAND - 2nd Thursday

3511 78th Avenue West

No District Meetings

In Month of June and August

General Membership Meetings

January and July

***Check 150 Engineer for Changes**

Thanks,

Kaitlin Kelly

Kaitlin Kelly, Field Attorney

NLRB Region 18

212 3rd Avenue South, Suite 200, Minneapolis, MN 55401

Direct Line: 952-703-2885

Email: Kaitlin.Kelly@nlrb.gov

Fax: (612)348-1785

IMPORTANT NOTICE: Effective **January 21, 2020**, all documentary evidence, including statements of position, exhibits, sworn statements, and/or other evidence submitted in an unfair labor practice or representation case **must be e-filed** through the Agency's website (www.nlrb.gov).

From: [Kelly, Kaitlin](#)
To: (b) (6), (b) (7)(C), (b) (7)(D)
Subject: NLRB Affidavit - IUOE Local 150 AFL-CIO (Ryan Companies US, Inc.) 18-CD-294056
Date: (b) (6), (b) (7)(C), (b) (7)(D)
Attachments: [18-CD-294056](#) [_tr.pdf](#)
[18-CD-294056](#) [Confidential Witness Affidavit.pdf](#)

Hi (b) (6), (b) (7)(C), (b) (7)(D),

Thank you for taking the time to speak to me today. Attached to this email you will find an affidavit I transcribed based on our conversation today. There is also a letter explaining the steps to finalize the affidavit. The NLRB does have an e-filing requirement, so please e-file the signed affidavit once you have finished reviewing and signing. Here are step-by-step instructions on how you can e-file the affidavit on our website:

INSTRUCTIONS FOR E-FILING

Pursuant to Section 102.5 of the Board's Rules and Regulations, parties must submit all documentary evidence, including statements of position, exhibits, sworn statements, and/or other evidence, by electronically submitting (E-Filing) them through the Agency's web site (www.nlr.gov). Below are detailed instructions on how to e-file your affidavit.

1. Go to www.nlr.gov; click the E-Filing button in the middle of the page; select E-File Case Documents
2. Accept the terms and conditions on the next page by clicking the "I Accept" button
3. Fill in the boxes you see on the screen with your info and click the "Continue as Guest" button along the bottom.
4. On the next page, you will get a box that says "Case/Inquiry Number."
 - a. Type in 18-CD-294056 and click Search
5. On the next page, you will select "Involved Party" from the first drop down box, then "Region" for the second box, then click the button that says "NEXT"
6. To file your affidavit, click the word "Affidavit" on the next page (about half way down), then click the "Proceed to Upload" button
7. Check any of the boxes that are applicable that are at the beginning or in the middle of the page, then click the "Choose File" button, find the scanned affidavit on your computer, select that, click Open. That will take you back to the page where you then click the button that says "Upload."
8. You should get a confirmation in a green box that says your file was uploaded successfully. Then click the "Proceed to Review" button.
9. Then click the "Submit" button.

Please let me know if you have any questions about this. If you could e-file the signed affidavit by the end of the day this Thursday I would appreciate it.

Thanks,

Kaitlin Kelly

Kaitlin Kelly, Field Attorney

NLRB Region 18

212 3rd Avenue South, Suite 200, Minneapolis, MN 55401

Direct Line: 952-703-2885

Email: Kaitlin.Kelly@nlrb.gov

Fax: (612)348-1785

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UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 18
Federal Office Building
212 Third Avenue South, Suite 200
Minneapolis, MN 55401-2657

Agency Website: www.nlrb.gov
Telephone: (612)348-1757
Fax: (612)348-1785

Agent's Direct Dial: (952)703-2885

April 27, 2022

Robert A. Paszta, Attorney
International Union of Operating Engineers, Local 150, AFL-CIO
6140 Joliet Road
Countryside, IL 60525

Re: International Union of Operating Engineers,
Local 150, AFL-CIO (Ryan Companies US,
Inc.)
Case 18-CD-294056

Dear Mr. Paszta:

I am writing this letter to advise you that it is now necessary for me to take evidence from you regarding the allegations raised in the investigation of the above-referenced matter. Set forth below are the allegations and issues on which your evidence is needed, a request to take affidavits, a request for documentary evidence, and the date for providing your evidence.

Allegations: The allegations for which I am seeking your evidence are as follows:

1. Since on or about January 10, 2022, the International Union of Operating Engineers Local 150, by (b) (6), (b) (7)(C), at the Project Scrabble jobsite, has threatened Ryan Companies, Inc. with the object of compelling Ryan Companies to assign forklift work currently being performed by members of the Millwrights Union and Ironworkers Union to Local 150 members in violation of Section 8(b)(4)(D) of the Act. These threats include telling Ryan Companies, Inc. that if the work was not assigned to Local 150, Local 150 would have to do what it had to do, implying it would engage in additional picketing activity.
2. Since on or about January 10, 2022, the International Union of Operating Engineers Local 150, by (b) (6), (b) (7)(C), at the Project Scrabble jobsite, has engaged in threatening behavior towards members of the Ironworkers Union, who are employed by Tri-City Ironworks, and has attempted to induce these employees to strike or otherwise stop or curtail their work, with the object of compelling Ryan Companies to assign forklift work currently being performed by these employees to Local 150 in violation of Section 8(b)(4)(D) of the Act.

Board Affidavits: I am requesting to take affidavits from (b) (6), (b) (7)(C) and any other individuals you believe have information relevant to the investigation of this matter. Please be advised that the failure to present representatives who would appear to have information relevant to the investigation of this matter, for the purposes of my taking sworn

April 27, 2022

statements from them, constitutes less than complete cooperation in the investigation of the charge. Please contact me by **April 28, 2022**, to schedule these affidavits.

Documents: Please provide the following documents, along with any and all other evidence you deem to be relevant to the case:

1. Copies of any and all documents that reflect or describe any conversations IUOE Local 150 (b) (6), (b) (7)(C) had with employees of Tri-City Ironworks, Paramount Millwright Services, or employees/managers of Ryan Companies, Inc. regarding Local 150's claim to the forklift work being performed by Paramount Millwright Services and Tri-City Ironworks employees at the Project Scrabble jobsite.

Date for Submitting Evidence: To resolve this matter as expeditiously as possible, you must provide your evidence and position in this matter by **April 29, 2022**. If you are willing to allow me to take affidavits, please contact me by **April 28, 2022** to schedule a time to take affidavits. Pursuant to Section 102.5 of the Board's Rules and Regulations, parties must submit all documentary evidence, including statements of position, exhibits, sworn statements, and/or other evidence, by electronically submitting (E-Filing) them through the Agency's web site (www.nlr.gov). You must e-file all documents electronically or provide a written statement explaining why electronic submission is not possible or feasible. Failure to comply with Section 102.5 will result in rejection of your submission. The Region will make its determination on the merits solely based on the evidence properly submitted.

Please contact me at your earliest convenience by telephone, (952)703-2885, or e-mail, kaitlin.kelly@nlrb.gov, if you have any questions regarding this request or the issues in this matter.

Very truly yours,

/s/ Kaitlin E. Kelly
KAITLIN E. KELLY
Field Attorney

From: [Kelly, Kaitlin](#)
To: ["Rob Paszta"](#)
Subject: Request for Evidence - IUOE Local 150, AFL-CIO (Ryan Companies US, Inc.) 18-CD-294056
Date: Wednesday, April 27, 2022 1:12:00 PM
Attachments: [18-CD-294056.Request for Evidence.pdf](#)

Good Afternoon Rob,

Attached please find a request for evidence in this case. You will notice there is a short deadline of this **Friday, April 29th** to respond. The short deadline is due to this being a priority case with shorter investigation timelines. If the Union is going to make (b) (6), (b) (7)(C) available for an affidavit, please let me know that as soon as possible so the affidavit scheduled for a time within the next few days. Let me know if you have any questions about the request.

Thanks,

Kaitlin

Kaitlin Kelly, Field Attorney

NLRB Region 18

212 3rd Avenue South, Suite 200, Minneapolis, MN 55401

Direct Line: 952-703-2885

Email: Kaitlin.Kelly@nlrb.gov

Fax: (612)348-1785

IMPORTANT NOTICE: Effective **January 21, 2020**, all documentary evidence, including statements of position, exhibits, sworn statements, and/or other evidence submitted in an unfair labor practice or representation case **must be e-filed** through the Agency's website (www.nlrb.gov).

From: Rob Paszta <rpaszta@local150.org>
Sent: Friday, April 22, 2022 4:17 PM
To: Kelly, Kaitlin <Kaitlin.Kelly@nlrb.gov>
Subject: RE: NLRB Priority Charge - IUOE Local 150, AFL-CIO (Ryan Companies US, Inc.) 18-CD-294056

CAUTION: The sender of this message is external to the NLRB network. Please use care when clicking on links and responding with sensitive information. Forward suspicious emails to nlrbirc@nlrb.gov.

Good afternoon Kaitlin,

Correct - neither Paramount or Tri-City are signatories with Local 150.

Have a good weekend!

Rob

From: Kelly, Kaitlin <Kaitlin.Kelly@nrlb.gov>
Sent: Friday, April 22, 2022 3:40 PM
To: Rob Paszta <rpaszta@local150.org>
Subject: RE: NLRB Priority Charge - IUOE Local 150, AFL-CIO (Ryan Companies US, Inc.) 18-CD-294056

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Hi Rob,

I just want to confirm – Paramount Millwright Services and Tri-City Ironworks are not signatories to a CBA with Local 150, correct?

Thanks,

Kaitlin

--

Kaitlin Kelly, Field Attorney

NLRB Region 18

212 3rd Avenue South, Suite 200, Minneapolis, MN 55401

Direct Line: 952-703-2885

Email: Kaitlin.Kelly@nrlb.gov

Fax: (612)348-1785

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From: Rob Paszta <rpaszta@local150.org>
Sent: Monday, April 18, 2022 2:00 PM
To: Kelly, Kaitlin <Kaitlin.Kelly@nrlb.gov>
Subject: RE: NLRB Priority Charge - IUOE Local 150, AFL-CIO (Ryan Companies US, Inc.) 18-CD-294056

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Thank you for the update! That is the same project (and person generally) at issue in the lawsuit and denial of access ULP. I talked to (b) (6), (b) (7)(C) and (b) (6) can't think of anything that could have been even

remotely construed as harassment/threat.

From: Kelly, Kaitlin <Kaitlin.Kelly@nrlb.gov>

Sent: Monday, April 18, 2022 1:41 PM

To: Rob Paszta <rpaszta@local150.org>

Subject: RE: NLRB Priority Charge - IUOE Local 150, AFL-CIO (Ryan Companies US, Inc.) 18-CD-294056

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Rob,

I have a very limited update. The charge does involve the jobsite known as "Project Scrabble." It is my understanding at this point that the allegations all concern alleged conduct of Local 150 (b) (6), (b) (7)(C)

Kaitlin

Kaitlin Kelly, Field Attorney

NLRB Region 18

212 3rd Avenue South, Suite 200, Minneapolis, MN 55401

Direct Line: 952-703-2885

Email: Kaitlin.Kelly@nrlb.gov

Fax: (612)348-1785

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From: Kelly, Kaitlin

Sent: Monday, April 18, 2022 11:35 AM

To: Rob Paszta <rpaszta@local150.org>

Subject: RE: NLRB Priority Charge - IUOE Local 150, AFL-CIO (Ryan Companies US, Inc.) 18-CD-294056

Thanks for the initial response!

Kaitlin

Kaitlin Kelly, Field Attorney

NLRB Region 18

212 3rd Avenue South, Suite 200, Minneapolis, MN 55401

Direct Line: 952-703-2885

Email: Kaitlin.Kelly@nrlb.gov

Fax: (612)348-1785

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From: Rob Paszta <rpaszta@local150.org>

Sent: Monday, April 18, 2022 10:26 AM

To: Kelly, Kaitlin <Kaitlin.Kelly@nlrb.gov>

Subject: RE: NLRB Priority Charge - IUOE Local 150, AFL-CIO (Ryan Companies US, Inc.) 18-CD-294056

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Thank you Kaitlin. I appreciate the quick response and look forward to working with you on this charge.

My initial reaction is that this is a baseless charge which was filed in retaliation for Local 150's lawful enforcement of a subcontracting clause (Complaint in case 22-CV-4029, attached; *see also Laborers (Capital Drilling Supplies)*, 318 NLRB 809, 810 (1995)) and the Union's filing of an unfair labor practice charge for the Employer's denial of access to the project (NLRB Case 18-CA-291308). Ironically, the denial of access to the project was also in retaliation for the Union's enforcement of the subcontracting clause, as admitted by the Employer. A review of the complaint and ULP would provide a good background of how things have been going between the parties over the past few months.

I'm not sure what they are going to come up with for allegations of harassment/threats, but I can't imagine there is any merit to it. In any event, please let me know and I can work on getting you the Union's response as soon as possible.

Best,

Rob

From: Kelly, Kaitlin <Kaitlin.Kelly@nlrb.gov>

Sent: Monday, April 18, 2022 9:32 AM

To: Rob Paszta <rpaszta@local150.org>

Subject: RE: NLRB Priority Charge - IUOE Local 150, AFL-CIO (Ryan Companies US, Inc.) 18-CD-294056

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I took a closer look at the docketing letter, and it looks like the Region sent it via mail last Friday, which would explain why you haven't seen it yet. I've attached a copy of the charge and docketing letter to this email for your review. As of right now, I don't have any additional information regarding the charge beyond what is on the charge form. But when I know more about the basis of the charge, I will share it.

Kaitlin

Kaitlin Kelly, Field Attorney

NLRB Region 18

212 3rd Avenue South, Suite 200, Minneapolis, MN 55401

Direct Line: 952-703-2885

Email: Kaitlin.Kelly@nlrb.gov

Fax: (612)348-1785

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From: Rob Paszta <rpaszta@local150.org>

Sent: Monday, April 18, 2022 9:25 AM

To: Kelly, Kaitlin <Kaitlin.Kelly@nlrb.gov>

Subject: RE: NLRB Priority Charge - IUOE Local 150, AFL-CIO (Ryan Companies US, Inc.) 18-CD-294056

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Good morning Kaitlin,

I will be the point of contact, but this is the first I have heard of the charge. Can you please forward a copy and maybe we can try to talk at some point today for specific details?

Best,

Rob

From: Kelly, Kaitlin <Kaitlin.Kelly@nlrb.gov>

Sent: Monday, April 18, 2022 9:16 AM

To: Rob Paszta <rpaszta@local150.org>

Subject: NLRB Priority Charge - IUOE Local 150, AFL-CIO (Ryan Companies US, Inc.) 18-CD-294056

Importance: High

You don't often get email from kaitlin.kelly@nrlrb.gov. [Learn why this is important](#)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Morning,

I write regarding a charge that was filed by Ryan Companies US, Inc. against IUOE Local 150. The case number is 18-CD-294056. I am the board agent assigned to investigate the charge. You were listed by the Employer as the point of contact for the Union on the charge form. You should have received a docketing letter from the Region last Friday. The charge alleges an 8(b)(4)(D) allegation, threats/coercion/restraint with an object to obtain a disputed work assignment. This type of allegation/charge is a priority charge, so the investigation timeline is shorter than in a typical case. Please let me know if you will be handling the charge for the Union.

Sincerely,

Kaitlin Kelly

Kaitlin Kelly, Field Attorney

NLRB Region 18

212 3rd Avenue South, Suite 200, Minneapolis, MN 55401

Direct Line: 952-703-2885

Email: Kaitlin.Kelly@nrlrb.gov

Fax: (612)348-1785

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From: [Nancy A. Wood](#)
To: [Kelly, Kaitlin](#)
Subject: RE: Priority Charge - IUOE Local 150, AFL-CIO (Ryan Companies US, Inc.) 18-CD-294056
Date: Thursday, April 28, 2022 2:26:25 PM
Attachments: [image001.jpg](#)

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Kaitlin:

Hello. As I understand it, those conversations were held be phone. Please let me know if there is any additional information that you require.

Thank you.

Nancy

b&r



Nancy A. Wood, Attorney
Bradley & Riley PC ~ Attorneys and Counselors
One South Gilbert Street, Iowa City, Iowa 52240-3914
direct: (319) 358-5563 ~ fax: (319) 363-9824
[Email](#) | [BradleyRiley.com](#)

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From: Kelly, Kaitlin <Kaitlin.Kelly@nrlb.gov>
Sent: Wednesday, April 27, 2022 4:19 PM
To: Nancy A. Wood <nwood@bradleyriley.com>
Subject: RE: Priority Charge - IUOE Local 150, AFL-CIO (Ryan Companies US, Inc.) 18-CD-294056

Hi Nancy,

I have a quick follow up question. Were the conversations (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) about the (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) in person at the jobsite or by phone?

Thanks,

Kaitlin

Kaitlin Kelly, Field Attorney

NLRB Region 18

212 3rd Avenue South, Suite 200, Minneapolis, MN 55401

Direct Line: 952-703-2885

Email: Kaitlin.Kelly@nrlb.gov

Fax: (612)348-1785

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From: Kelly, Kaitlin

Sent: (b) (6), (b) (7)(C), (b) (7)(D)

To: 'Nancy A. Wood' <nwood@bradleyriley.com>

Subject: RE: Priority Charge - IUOE Local 150, AFL-CIO (Ryan Companies US, Inc.) 18-CD-294056

Nancy,

Attached please find the affidavit (b) (6), (b) (7)(C), (b) (7)(D) provided today in this case. (b) (6), (b) (7)(C), (b) (7)(D) should print and review the affidavit for its accuracy. (b) (6), (b) (7)(C), (b) (7)(D) should make any changes/corrections in pen and initial next to any changes. (b) (6), (b) (7)(C), (b) (7)(D) should also initial the bottom right corner of each page. (b) (6), (b) (7)(C), (b) (7)(D) should sign and date the last page. The signed affidavit should then be e-filed into the case file. Please e-file the signed agreement Monday. Let me know if there are any questions.

Thanks,

Kaitlin

Kaitlin Kelly, Field Attorney

NLRB Region 18

212 3rd Avenue South, Suite 200, Minneapolis, MN 55401

Direct Line: 952-703-2885

Email: Kaitlin.Kelly@nrlb.gov

Fax: (612)348-1785

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From: Nancy A. Wood <nwood@bradleyriley.com>

Sent: (b) (6), (b) (7)(C), (b) (7)(D)

To: Kelly, Kaitlin <Kaitlin.Kelly@nrlb.gov>

Subject: RE: Priority Charge - IUOE Local 150, AFL-CIO (Ryan Companies US, Inc.) 18-CD-294056

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Kaitlin:

Thank you!

Nancy



Nancy A. Wood, Attorney
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direct: (319) 358-5563 ~ fax: (319) 363-9824
[Email](mailto:nwood@bradleyriley.com) | BradleyRiley.com

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From: Kelly, Kaitlin <Kaitlin.Kelly@nrlb.gov>

Sent: (b) (6), (b) (7)(C)

To: Nancy A. Wood <nwood@bradleyriley.com>

Subject: RE: Priority Charge - IUOE Local 150, AFL-CIO (Ryan Companies US, Inc.) 18-CD-294056

Hi Nancy,

As we discussed, the affidavit and picture of the sign will be e-filed on Monday. Regarding your request for an extension of time to file a position statement in case 18-CA-291308, I conferred with the other agent's supervisor and we can grant an extension until Monday April 25th for the Employer's position statement in that case.

Kaitlin

Kaitlin Kelly, Field Attorney

NLRB Region 18

212 3rd Avenue South, Suite 200, Minneapolis, MN 55401

Direct Line: 952-703-2885

Email: Kaitlin.Kelly@nrlb.gov

Fax: (612)348-1785

IMPORTANT NOTICE: Effective **January 21, 2020**, all documentary evidence, including statements of position, exhibits, sworn statements, and/or other evidence submitted in an unfair labor practice or representation case **must be e-filed** through the Agency's website

(www.nlr.gov).

From: Kelly, Kaitlin

Sent: (b) (6), (b) (7)(C), (b) (7)(D)

To: Nancy A. Wood <nwood@bradleyriley.com>

Subject: RE: Priority Charge - IUOE Local 150, AFL-CIO (Ryan Companies US, Inc.) 18-CD-294056

Thanks for sending – please make sure you also e-file the affidavit and the picture of the sign into case 18-CD-294056. I just tried calling you to finalize the timing for (b) (6), (b) (7)(C) affidavit this afternoon. I am still available in the afternoon if there is a time that works for you both.

Kaitlin

--

Kaitlin Kelly, Field Attorney

NLRB Region 18

212 3rd Avenue South, Suite 200, Minneapolis, MN 55401

Direct Line: 952-703-2885

Email: Kaitlin.Kelly@nlrb.gov

Fax: (612)348-1785

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From: Nancy A. Wood <nwood@bradleyriley.com>

Sent: (b) (6), (b) (7)(C), (b) (7)(D)

To: Kelly, Kaitlin <Kaitlin.Kelly@nlrb.gov>

Subject: FW: Priority Charge - IUOE Local 150, AFL-CIO (Ryan Companies US, Inc.) 18-CD-294056

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Ms. Kelly:

Hi there. Attached please find the signed copy of (b) (6), (b) (7)(C), (b) (7)(D) affidavit, along with the sign to which (b) (6) referred during our discussion that is plainly visible on the site. Please call me at your convenience so we can finalize the time for the affidavit of (b) (6), (b) (7)(C), (b) (7)(D) this afternoon.

Thank you.

Nancy

b&r



Nancy A. Wood, Attorney
Bradley & Riley PC ~ Attorneys and Counselors
One South Gilbert Street, Iowa City, Iowa 52240-3914
direct: (319) 358-5563 ~ fax: (319) 363-9824
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From: [Kelly, Kaitlin](#)
To: [Rob Paszta](#)
Subject: RE: Request for Evidence - IUOE Local 150, AFL-CIO (Ryan Companies US, Inc.) 18-CD-294056
Date: Thursday, April 28, 2022 2:57:00 PM

Hi Rob,

For allegation #1 – both at the jobsite and by phone.
For allegation #2 – at the jobsite.

Kaitlin

Kaitlin Kelly, Field Attorney

NLRB Region 18

212 3rd Avenue South, Suite 200, Minneapolis, MN 55401

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From: Rob Paszta <rpaszta@local150.org>
Sent: Wednesday, April 27, 2022 4:10 PM
To: Kelly, Kaitlin <Kaitlin.Kelly@nrlb.gov>
Subject: RE: Request for Evidence - IUOE Local 150, AFL-CIO (Ryan Companies US, Inc.) 18-CD-294056

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Thank you. Is the allegation that the threats were at the jobsite, or through email, etc.?

Best,

Rob

From: Kelly, Kaitlin <Kaitlin.Kelly@nrlb.gov>
Sent: Wednesday, April 27, 2022 4:02 PM
To: Rob Paszta <rpaszta@local150.org>
Subject: RE: Request for Evidence - IUOE Local 150, AFL-CIO (Ryan Companies US, Inc.) 18-CD-294056

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I do not have an exact date but mid to late January 2022.

Kaitlin Kelly, Field Attorney

NLRB Region 18

212 3rd Avenue South, Suite 200, Minneapolis, MN 55401

Direct Line: 952-703-2885

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Fax: (612)348-1785

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From: Rob Paszta <rpaszta@local150.org>

Sent: Wednesday, April 27, 2022 3:56 PM

To: Kelly, Kaitlin <Kaitlin.Kelly@nrb.gov>

Subject: RE: Request for Evidence - IUOE Local 150, AFL-CIO (Ryan Companies US, Inc.) 18-CD-294056

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Thank you Kaitlin. Do you have specific dates for the alleged conduct. No such conduct occurred, but at least with dates I can try to respond with more detail as to what actually happened on those days.

Best,

Rob

From: Kelly, Kaitlin <Kaitlin.Kelly@nrb.gov>

Sent: Wednesday, April 27, 2022 1:13 PM

To: Rob Paszta <rpaszta@local150.org>

Subject: Request for Evidence - IUOE Local 150, AFL-CIO (Ryan Companies US, Inc.) 18-CD-294056

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Afternoon Rob,

Attached please find a request for evidence in this case. You will notice there is a short deadline of this **Friday, April 29th** to respond. The short deadline is due to this being a priority case with shorter investigation timelines. If the Union is going to make (b) (6), (b) (7)(C) available for an affidavit, please let me know that as soon as possible so we can get the affidavit scheduled for a time within the next few days. Let me know if you have any questions about the request.

Thanks,

Kaitlin

Kaitlin Kelly, Field Attorney

NLRB Region 18

212 3rd Avenue South, Suite 200, Minneapolis, MN 55401

Direct Line: 952-703-2885

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Fax: (612)348-1785

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From: Rob Paszta <rpaszta@local150.org>

Sent: Friday, April 22, 2022 4:17 PM

To: Kelly, Kaitlin <Kaitlin.Kelly@nlrb.gov>

Subject: RE: NLRB Priority Charge - IUOE Local 150, AFL-CIO (Ryan Companies US, Inc.) 18-CD-294056

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Good afternoon Kaitlin,

Correct - neither Paramount or Tri-City are signatories with Local 150.

Have a good weekend!

Rob

From: Kelly, Kaitlin <Kaitlin.Kelly@nlrb.gov>

Sent: Friday, April 22, 2022 3:40 PM

To: Rob Paszta <rpaszta@local150.org>

Subject: RE: NLRB Priority Charge - IUOE Local 150, AFL-CIO (Ryan Companies US, Inc.) 18-CD-294056

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Hi Rob,

I just want to confirm – Paramount Millwright Services and Tri-City Ironworks are not signatories to a CBA with Local 150, correct?

Thanks,

Kaitlin

--

Kaitlin Kelly, Field Attorney

NLRB Region 18

212 3rd Avenue South, Suite 200, Minneapolis, MN 55401

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From: Rob Paszta <rpaszta@local150.org>

Sent: Monday, April 18, 2022 2:00 PM

To: Kelly, Kaitlin <Kaitlin.Kelly@nlrb.gov>

Subject: RE: NLRB Priority Charge - IUOE Local 150, AFL-CIO (Ryan Companies US, Inc.) 18-CD-294056

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Thank you for the update! That is the same project (and person generally) at issue in the lawsuit and denial of access ULP. I talked to (b) (6), (b) (7)(C) and (b) (6) can't think of anything that could have been even remotely construed as harassment/threat.

From: Kelly, Kaitlin <Kaitlin.Kelly@nlrb.gov>

Sent: Monday, April 18, 2022 1:41 PM

To: Rob Paszta <rpaszta@local150.org>

Subject: RE: NLRB Priority Charge - IUOE Local 150, AFL-CIO (Ryan Companies US, Inc.) 18-CD-294056

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Rob,

I have a very limited update. The charge does involve the jobsite known as "Project Scrabble." It is my understanding at this point that the allegations all concern alleged conduct of Local 150 (b) (6), (b) (7)(C) .

Kaitlin

Kaitlin Kelly, Field Attorney

NLRB Region 18

212 3rd Avenue South, Suite 200, Minneapolis, MN 55401

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From: Kelly, Kaitlin

Sent: Monday, April 18, 2022 11:35 AM

To: Rob Paszta <rpaszta@local150.org>

Subject: RE: NLRB Priority Charge - IUOE Local 150, AFL-CIO (Ryan Companies US, Inc.) 18-CD-294056

Thanks for the initial response!

Kaitlin

Kaitlin Kelly, Field Attorney

NLRB Region 18

212 3rd Avenue South, Suite 200, Minneapolis, MN 55401

Direct Line: 952-703-2885

Email: Kaitlin.Kelly@nlrb.gov

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(www.nlr.gov).

From: Rob Paszta <rpaszta@local150.org>

Sent: Monday, April 18, 2022 10:26 AM

To: Kelly, Kaitlin <Kaitlin.Kelly@nlrb.gov>

Subject: RE: NLRB Priority Charge - IUOE Local 150, AFL-CIO (Ryan Companies US, Inc.) 18-CD-294056

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Thank you Kaitlin. I appreciate the quick response and look forward to working with you on this charge.

My initial reaction is that this is a baseless charge which was filed in retaliation for Local 150's lawful enforcement of a subcontracting clause (Complaint in case 22-CV-4029, attached; *see also Laborers (Capital Drilling Supplies)*, 318 NLRB 809, 810 (1995)) and the Union's filing of an unfair labor practice charge for the Employer's denial of access to the project (NLRB Case 18-CA-291308). Ironically, the denial of access to the project was also in retaliation for the Union's enforcement of the subcontracting clause, as admitted by the Employer. A review of the complaint and ULP would provide a good background of how things have been going between the parties over the past few months.

I'm not sure what they are going to come up with for allegations of harassment/threats, but I can't imagine there is any merit to it. In any event, please let me know and I can work on getting you the Union's response as soon as possible.

Best,

Rob

From: Kelly, Kaitlin <Kaitlin.Kelly@nlrb.gov>

Sent: Monday, April 18, 2022 9:32 AM

To: Rob Paszta <rpaszta@local150.org>

Subject: RE: NLRB Priority Charge - IUOE Local 150, AFL-CIO (Ryan Companies US, Inc.) 18-CD-294056

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I took a closer look at the docketing letter, and it looks like the Region sent it via mail last Friday, which would explain why you haven't seen it yet. I've attached a copy of

the charge and docketing letter to this email for your review. As of right now, I don't have any additional information regarding the charge beyond what is on the charge form. But when I know more about the basis of the charge, I will share it.

Kaitlin

Kaitlin Kelly, Field Attorney

NLRB Region 18

212 3rd Avenue South, Suite 200, Minneapolis, MN 55401

Direct Line: 952-703-2885

Email: Kaitlin.Kelly@nlrb.gov

Fax: (612)348-1785

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From: Rob Paszta <rpaszta@local150.org>

Sent: Monday, April 18, 2022 9:25 AM

To: Kelly, Kaitlin <Kaitlin.Kelly@nlrb.gov>

Subject: RE: NLRB Priority Charge - IUOE Local 150, AFL-CIO (Ryan Companies US, Inc.) 18-CD-294056

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Good morning Kaitlin,

I will be the point of contact, but this is the first I have heard of the charge. Can you please forward a copy and maybe we can try to talk at some point today for specific details?

Best,

Rob

From: Kelly, Kaitlin <Kaitlin.Kelly@nlrb.gov>

Sent: Monday, April 18, 2022 9:16 AM

To: Rob Paszta <rpaszta@local150.org>

Subject: NLRB Priority Charge - IUOE Local 150, AFL-CIO (Ryan Companies US, Inc.) 18-CD-294056

Importance: High

You don't often get email from kaitlin.kelly@nlrb.gov. [Learn why this is important](#)

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Good Morning,

I write regarding a charge that was filed by Ryan Companies US, Inc. against IUOE Local 150. The case number is 18-CD-294056. I am the board agent assigned to investigate the charge. You were listed by the Employer as the point of contact for the Union on the charge form. You should have received a docketing letter from the Region last Friday. The charge alleges an 8(b)(4)(D) allegation, threats/coercion/restraint with an object to obtain a disputed work assignment. This type of allegation/charge is a priority charge, so the investigation timeline is shorter than in a typical case. Please let me know if you will be handling the charge for the Union.

Sincerely,

Kaitlin Kelly

Kaitlin Kelly, Field Attorney

NLRB Region 18

212 3rd Avenue South, Suite 200, Minneapolis, MN 55401

Direct Line: 952-703-2885

Email: Kaitlin.Kelly@nlrb.gov

Fax: (612)348-1785

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INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL UNION NO. 150, 150B, 150A, 150C, 150RA, 150D, 150G, 150M

AFFILIATED WITH THE A.F.L.-C.I.O.

6140 JOLIET ROAD
COUNTRYSIDE, IL 60525



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LEGAL DEPARTMENT

CHARLES R. KISER
ROBERT A. PASZTA
BRAD H. RUSSELL
EMIL P. TOTONCHI

April 29, 2022

Via Electronic Filing

Ms. Kaitlin E. Kelly, Field Attorney
National Labor Relations Board, Region 18
212 Third Avenue South, Suite 200
Minneapolis, MN 55401-2657

Re: International Union of Operating Engineers, Local 150, AFL-CIO
(Ryan Companies US, Inc.)
Case No. 18-CD-294056
Position Statement

Dear Ms. Kelly:

I am one of the attorneys representing the International Union of Operating Engineers, Local 150, AFL-CIO ("Local 150" or "the Union"). I write to provide Local 150's statement of position in response to the charge filed by Ryan Companies US, Inc. ("Ryan Companies"), in the above-referenced case. Local 150 specifically denies any violation of Section 8(b)(4) of the National Labor Relations Act (NLRA), and generally denies any violation of the NLRA. Based on the facts and law stated below, the Region should dismiss the charge in its entirety.

On April 12, 2022, Ryan Companies filed Charge No. 18-CD-294056 in which it alleges that Local 150 violated Section 8(b)(4)(D), as follows:

Since on or about June 10, 2021 until present time, the International Union of Operating Engineers, Local 150 ("Union") has harassed, threatened and intimidated representatives of Ryan Companies US, Inc. ("Company") and/or subcontractors of the Company and employees who work for other companies and are represented by different Unions. The Union has also committed safety violations at the job site that is the location of jurisdictional dispute. This activity has taken place in violation of 8(b)(4)(D) of the National Labor Relations Act in an attempt to force or require the Company to assign certain work to the Union that is being performed by employees represented by other unions with whom the Company has signatory relationships.



INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL UNION No. 150
LEGAL DEPARTMENT

Ms. Kaitlin E. Kelly, Field Attorney
April 29, 2022
Page 2

A majority of the time period covered by the charge is outside of the 10(b) period.

On April 27, 2022, the Region requested additional evidence on two specific allegations:

1. Since on or about January 10, 2022, the International Union of Operating Engineers Local 150, by (b) (6), (b) (7)(C) at the Project Scrabble jobsite, has threatened Ryan Companies, Inc. with the object of compelling Ryan Companies to assign forklift work currently being performed by members of the Millwrights Union and Ironworkers Union to Local 150 members in violation of Section 8(b)(4)(D) of the Act. These threats include telling Ryan Companies, Inc. that if the work was not assigned to Local 150, Local 150 would have to do what it had to do, implying it would engage in additional picketing activity.
2. Since on or about January 10, 2022, the International Union of Operating Engineers Local 150, by (b) (6), (b) (7)(C) at the Project Scrabble jobsite, has engaged in threatening behavior towards members of the Ironworkers Union, who are employed by Tri-City Ironworks, and has attempted to induce these employees to strike or otherwise stop or curtail their work, with the object of compelling Ryan Companies to assign forklift work currently being performed by these employees to Local 150 in violation of Section 8(b)(4)(D) of the Act.

Both of Ryan Companies' allegations are baseless. In response to the first allegation, the statement on which the allegation is based was not only lawful, but it reaffirmed Local 150's commitment not to strike (which originally was affirmed in the Agreement discussed below). (b) (6), (b) (7)(C), (b) (6), (b) (7)(C) statement could not have been reasonably interpreted as an implied threat to picket, and there was in fact no picketing. In response to the second allegation, Local 150 adamantly denies that any threatening behavior ever took place on the jobsite and denies that it attempted to induce or encourage the Iron Workers to strike. Moreover, the allegation on its face makes no practical sense –the Iron Workers, or any group of employees for that matter, would not strike to lose the work that they themselves were performing, particularly to a group of unidentified non-employees at an unidentified company. There was no violation of violation of Section 8(b)(4)(D) by Local 150.

Background

In early 2021, Ryan Companies became a general contractor for several projects at the Amazon fulfillment center in Davenport, Iowa, which was known as "Project Scrabble" (Attachment 1 at ¶ 6). However, Ryan Companies was not the only general contractor that was awarded projects by Amazon at this site (Attachment 1 at ¶¶ 6, 15-16).



INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL UNION No. 150
LEGAL DEPARTMENT

Ms. Kaitlin E. Kelly, Field Attorney

April 29, 2022

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By June 2021, Ryan Companies had several projects at different stages of the bidding process including the grading and excavation, site utility, offsite improvements to the roadway, deep foundations, concrete, carpentry, mechanical, electrical, steel erection, plumbing, roofing, and an asphalt parking lot (Attachment 1 at ¶¶ 8, 9). With regard to the steel erection project, Ryan Companies insisted that it needed to use a non-union company called Building Zone, Inc. ("BZI") (Attachment 1 at ¶ 9). In order to ensure labor peace regarding the BZI project, Ryan Companies negotiated an agreement with Local 150 (Attachment 1 at ¶ 11).

On August 30, 2021, Ryan Companies and Local 150 reached an agreement whereby Ryan Companies would assign the steel erection work to BZI and would assign the crane work for the BZI project to a Local 150 signatory crane company (Attachment 1 at ¶ 12, Exhibit A). As part of the Agreement, Local 150 was required to waive its right to picket, banner, or engage in work-stoppages on the BZI project (Attachment 1 at ¶ 13, Exhibit A). In exchange, Ryan Companies agreed that on future projects for this customer in Local 150's District 8 territory, Ryan Companies would subcontract only work to contractors that were signatory to Local 150's QCBA Building Agreement (*id.*). The relevant provision of the Agreement states (Attachment 1, Exhibit A):

If you agree not to picket, banner, or work stoppages for BZI we will honor our commitment to provide certain crane operators signatory with Local 150 for the BZI scope as outlined above so long as you and your members do not engage in any activity to interrupt or attempt to reassign such work to your members. This includes pickets, banners, grievances, jurisdictional disputes, or any other form or effort to interrupt the work on that project. Then on future projects for this customer located within District 8 (as defined in the 6/1/2020 through 5/31/2023 Industrial, Commercial, Building Construction Agreement) Ryan Companies US, Inc. will only subcontract with companies' that are signatory with District 8.

After the parties executed the Agreement, Amazon contacted Ryan Companies and asked it to be the general contractor for a new conveyor system project (Attachment 1 at ¶ 15). This was not part of the original group of projects managed by Ryan Companies (*id.*). This new project involved the assembly of a lower mezzanine (10 to 12 feet in the air) and required new columns and stringers to be set (Attachment 1 at ¶ 16). Pursuant to the terms of the Agreement, Ryan Companies was required to contract the work of operating the forklifts to a company signatory with the QCBA Building Agreement (Attachment 1 at ¶ 17). Ryan Companies failed to comply with the Agreement when it subcontracted the work of operating the forklifts on the new conveyor system project to a company that was not signatory to the QCBA Building Agreement (Attachment 1 at ¶ 22).

On or about January 12, 2022, Local 150 (b) (6), (b) (7)(C) made a routine site visit to the Amazon location and noticed the work being performed by a company not signatory with Local 150. On or about January 13, 2022, (b) (6), (b) (7)(C) contacted (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) at Ryan Companies, via telephone to discuss the new conveyor system project. The



INTERNATIONAL UNION OF OPERATING ENGINEERS
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LEGAL DEPARTMENT

Ms. Kaitlin E. Kelly, Field Attorney

April 29, 2022

Page 4

discussion was grounded in the terms of the Agreement, which contains a no-strike clause. During this conversation, (b) (6), (b) (7)(C) made no threats or innuendo regarding picketing the jobsite.

On or about January 14, 2022, (b) (6), (b) (7)(C) stopped at the project for another site visit. (b) (6), (b) (7)(C) also visited the Ryan Companies job trailer and requested information related to new conveyor system project. Ryan Companies (b) (6), (b) (7)(C) gave (b) (6), (b) (7)(C) a hard time about visiting the site, informed (b) (6), (b) (7)(C) of a new check-in policy, and stated that (b) (6), (b) (7)(C) would have to let (b) (6), (b) (7)(C) know at a future time about the Company's response to (b) (6), (b) (7)(C) request for information. All discussions about the project were grounded in the terms of the Agreement, which contains a no-strike clause. During this conversation, (b) (6), (b) (7)(C) made no threats or innuendo regarding picketing the jobsite.

During this time period, while on the jobsite, (b) (6), (b) (7)(C) spoke with two employees who were operating forklifts. (b) (6), (b) (7)(C) learned that one of the employees was a member of the Iron Workers and one was a member of the Millwrights. (b) (6), (b) (7)(C) talked to both employees about running the equipment, and their response was that they were responsible for forklifts for this project. (b) (6), (b) (7)(C) mainly talked to the Iron Worker employee, who mentioned that (b) (6), (b) (7)(C) had just been released from prison. (b) (6), (b) (7)(C) made other small talk with the employee about keeping an eye out for non-union companies while working in the field. (b) (6), (b) (7)(C) never encouraged or induce either of these employees to strike, curtail their work, or engage in a work-stoppage.

On January 18, 2022, Local 150 followed up on its request for information after Ryan Companies stated that they wanted the request to be in writing (Attachment 2). Later, in response to this request, Ryan Companies refused to provide the requested information (*id.*). After this refusal, (b) (6), (b) (7)(C) sent Ryan Companies' (b) (6), (b) (7)(C) an email wherein he stated (*id.*):

(b) (6), (b) (7)(C) – as I expressed during our phone conversation, Local 150 does feel you are in violation of the agreement.... Local 150 hopes to reach a resolution between the parties over this dispute, but is prepared to do what is necessary to ensure both parties fulfill their obligations under the agreement...Local 150 seeks a prompt resolution to minimize the damages as a result of the violation and look forward to your timely response.

Local 150's next email to Ryan Companies was on February 1, 2022, when (b) (6), (b) (7)(C) reached out to set up a settlement discussion between the attorneys for the parties before "moving forward for enforcement of our agreement" (*id.*). On February 9, 2022, counsel for Local 150 contacted counsel for Ryan Companies to try to set up a call to discuss the issue (Attachment 3). However, counsel for Ryan Companies refused to discuss the issue until Local 150 put its position in writing (*id.*).



LEGAL DEPARTMENT

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On February 16, 2022, Local 150 filed a complaint against Ryan Companies to enforce the Agreement and seek a remedy for Ryan Companies' breach of the Agreement (Attachment 1). Thereafter, in retaliation for Local 150's efforts to protect its rights under the Agreement, Ryan Companies retaliated against Local 150 by denying (b) (6), (b) (7)(C) access to the jobsite. A Ryan Companies manager told (b) (6), (b) (7)(C) that (b) (6) was not allowed on to visit the site until the lawsuit was resolved. That denial of access is being investigated by the Region in Case No. 18-CA-291308. Now, Ryan Companies brings these baseless allegations in further effort to retaliate against Local 150 for its lawful enforcement of the Agreement.

Argument

It is an unfair labor practice under the NLRA for a labor organization or its agents to "induce or encourage any individual employed by any person engaged in commerce...to engage in[] a strike or a refusal...to perform any services...[where an] object thereof is...forcing or requiring any employer to assign particular work to employees in a particular labor organization or in a particular trade, craft or class rather than to employees in another labor organization or in another trade, craft, or class..." 29 U.S.C. § 158(b)(4)(i)(D). Congress enacted Sections 8(b)(4)(D) and 10(k) "to protect employers from being 'the helpless victims of quarrels that do not concern them at all.'" *NLRB v. Radio and Television Broadcast Engineers Union, Local 1212*, 364 U.S. 573, 581 (1961). Section 8(b)(4)(D) was not, however, intended to provide a shield for employers who by their own deliberate actions create such disputes. *Reber-Friel Co.*, 336 NLRB 518, 524 (2001) (Liebman, dissenting).

Therefore, although a dispute literally may fall within the terms of Sections 8(b)(4)(D) and 10(k) of the Act, "the Board should look to the real nature and origin of the dispute in deciding whether it is actually jurisdictional." *USCP-Wesco, Inc.*, 280 NLRB 818, 820 (1986). Section 8(b)(4)(D) was not designed to authorize the Board to arbitrate contractual disputes between an employer and a union. *Id.*; see also *Safeway Stores, Inc.*, 134 NLRB 1320, 1322 (1961) ("application of Sections 8(b)(4)(D) and 10(k) [is] confined to disputes 'between rival groups of employees' and not to disputes between an employer and a union as such"); *International Alliance of Theatrical and Stage Employees*, 337 NLRB No. 119 (2002) (A contractual dispute over preservation of bargaining unit work does not fall within the scope of Section 10(k) of the Act).

Indeed, the Board has found time and time again that the mere filing of an arguably meritorious grievance is not unlawful coercion within the meaning of Section 8(b)(4)(D). *In Re Int'l Union of Bricklayers & Allied Craftworkers*, 338 NLRB 1100, 1101 (2003); *Teamsters Local 222 (Geneva Rock Products)*, 322 NLRB 810, 810-811 (1996); *Iron Workers Local 401 (William Watts, Inc.)*, 317 NLRB 671, 672 fn.3 (1995) (neither union's letters to employer threatening to file grievance nor filing of grievance itself constituted unlawful threat under Sec. 8(b)(4)(D)); *Capital Drilling Supplies, Inc.*, 318 NLRB 809, 810 (1995) ("In the construction industry, a union's action through a grievance procedure, arbitration, or judicial process, to enforce an arguably meritorious claim against a general contractor that work has been subcontracted in breach of a lawful union signatory



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clause, does not constitute a claim to the subcontractor for the work.”); *see also Hutter Const. Co. v. Int’l Union of Operating Engineers, Local 139, AFL-CIO*, 862 F.2d 641, 644 (7th Cir. 1988) (“the Operators’ subcontracting grievance was a distinct non-jurisdictional claim separable from the jurisdictional issue decided by the NLRB...The Operators are entitled to the benefit of their collective bargaining agreement. If Hutter believes that the penalty for breach of the subcontracting provision is too harsh, it should attempt to modify the Area II Agreement. Hutter, however, may not employ subtle verbal distinctions to avoid the consequences of its conduct under the present Area II Agreement.”).

In this case, Ryan Companies’ allegations are unsupported by the facts and inconsistent with existing Section 8(b)(4) caselaw. Moreover, this charge stems from Ryan Companies’ deliberate attempt to avoid their contractual obligations with Local 150.

Allegation No. 1

With respect to the first specific allegation, Ryan Companies alleges that, in mid-January, (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) both over the phone and at the jobsite, threatened Ryan Companies, Inc., with the object of compelling Ryan Companies to assign forklift work currently being performed by members of the Millwrights Union and Iron Workers Union to Local 150 members in violation of Section 8(b)(4)(D) of the Act. Specifically, the alleged threat by (b) (6), (b) (7)(C) was along the lines of “if the work was not assigned to Local 150, Local 150 would have to do what it had to do.” Ryan Companies claims that this implies that Local 150 would engage in picketing activity if the work were not reassigned.

Not only is this allegation not supported by written evidence and the facts as they have developed, but it is unclear how or why Local 150 would picket in this situation. As stated above, the Agreement between the parties contains a no strike clause that could arguably be read to cover the project at issue (Attachment 1, Exhibit A). This agreement also contains an agreement by Ryan Companies to only subcontract with companies that are signatory with Local 150 for work covered by Local 150’s collective bargaining agreement (*id.*). Thus, when Ryan Companies subcontracted the work at issue in this case to a non-Local 150 signatory, it violated the Agreement. Local 150, by contrast, has continued throughout to honor its promise not to strike.

On or around January 12-14, 2022, after (b) (6), (b) (7)(C) learned of the possible violation of the Agreement, (b) (6), (b) (7)(C) began to investigate through phone calls and site visits. (b) (6), (b) (7)(C) denies making any threats to picket during these interactions—and would not have because (b) (6), (b) (7)(C) was not yet aware of the details of the work and subcontractors. All discussions about the project were grounded in the terms of the Agreement, which contains a no-strike clause. In an email exchange after the initial conversations took place, (b) (6), (b) (7)(C) stated clearly Local 150’s position to Ryan Companies’ (b) (6), (b) (7)(C) (Attachment 2) (emphasis added):



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(b) (6), (b) (7)(C) — as I expressed during our phone conversation, Local 150 does feel you are in violation of the agreement... Local 150 hopes to reach a resolution between the parties over this dispute, but is prepared to do what is necessary to ensure both parties fulfill their obligations under the agreement... Local 150 seeks a prompt resolution to minimize the damages as a result of the violation and look forward to your timely response.

Here, Local 150 makes specific reference to the violation of the subcontracting portion of the Agreement (Attachment 2). (b) (6), (b) (7)(C) then states what Ryan Companies accuses (b) (6), (b) (7)(C) of stating, but in this context, no reasonable person would assume this to be a threat to picket. (b) (6), (b) (7)(C) states that (b) (6), (b) (7)(C) was willing to do what it took to make sure that “both parties fulfilled their obligations under the agreement” (*id.*). On Local 150’s end, the Agreement contained a no-strike clause. (b) (6), (b) (7)(C) reaffirmed Local 150’s commitment to abide by the Agreement and “do what it has to do” to enforce the Agreement and compel Ryan Companies to abide by the subcontracting clause. This is further emphasized when a prompt resolution of the issue would “minimize the damages as a result of the violation” (*id.*). These damages are contractual damages resulting of Ryan Companies from breach of the Agreement.

The conduct which followed this email proves that neither party understood this statement to be a threat to picket. There were additional emails between (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) and neither referenced any threat to picket—only the enforcement action (Attachment 2). In addition, the communications between counsel for Local 150 and counsel for Ryan Companies fail to mention any threat to picket—only the enforcement action (Attachment 3). And then when Local 150 “did what it had to do,” the action was a suit to enforce the Agreement, not picketing the jobsite (Attachment 1). Indeed, we are now three months after the statement was made, and there has been no picketing.

In a more practical sense, it is difficult to fathom what type of picketing Local 150 could have engaged in as a result of this conduct. The companies performing the work employed workers represented by unions, so Local 150 could not have picketed for representation. Similarly, the companies had not committed unfair labor practices, so Local 150 could not have picketed on those grounds. And finally, to Local 150’s knowledge, the wages and fringe benefit rates for the Iron Workers in the area are comparable to those contained in Local 150’s collective bargaining agreement. Thus, the idea that Ryan Companies (b) (6), (b) (7)(C) statement was a threat to picket is nonsense.

Allegation No. 2

In response to the second allegation, Local 150 adamantly denies that any threatening behavior ever took place on the jobsite and denies that it attempted to induce or encourage the Iron Workers to strike. On a single day during the time period in the allegations, while on the jobsite, (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) spoke with two employees who were operating forklifts. (b) (6), (b) (7)(C) made



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small talk with the employees about keeping an eye out for non-union companies while working in the field and talked to them about the type of work that they were doing. (b) (6), (b) (7)(C) never encouraged or induced either of these employees to strike, curtail their work, or engage in a work-stoppage. If interviewed, we do not believe that either of these employees would say that (b) (6), (b) (7)(C) asked them to stop working or go on strike.

Moreover, the allegation is unrealistic and confusing on its face. The Iron Workers, or any group of employees for that matter, would not strike to lose the work that they themselves were performing, particularly to a group of unidentified non-employees at an unidentified company. The idea that (b) (6), (b) (7)(C) asked them to walk away from work so that work could be performed by other employees is ridiculous.

It is also not clear how such action by the Iron Workers would force Ryan Companies to reassign the work. Ryan Companies had already awarded the project to Tri-City. If the employees walked off the job, Tri-City would likely replace them with other employees or hire a subcontractor to perform the work. Ryan Companies would not be involved in this assignment or reassignment of work.

For these reasons, Local 150 respectfully requests that the Regional Director dismiss any Section 8(b)(4)(D) charges in their entirety.

Sincerely,

IUOE, LOCAL 150, AFL-CIO
LEGAL DEPARTMENT

/s/ Robert A. Paszta

Robert A. Paszta

RAP (b) (6), (b) (7)(C)
Attachments

ATTACHMENT 1

**IN THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF ILLINOIS
ROCK ISLAND DIVISION**

International Union of Operating Engineers,)		
Local 150, AFL-CIO,)		
)	
Plaintiff,)		Case No. 22-CV-4029
)	
v.)		Judge:
)	Magistrate Judge:
Ryan Companies US, Inc.,)		
a Minnesota Corporation,)		
)	
Defendant.)		

COMPLAINT

Plaintiff International Union of Operating Engineers, Local 150, AFL-CIO (“Local 150” or “the Union”), brings this action for a breach of contract against Defendant Ryan Companies US, Inc. (“Ryan Companies” or “the Company”) for its violation of a labor contract between the Union and the Company. In support, Local 150 states as follows:

COUNT I

BREACH OF CONTRACT

1. This Court has jurisdiction over this action pursuant to Section 301 of the Labor-Management Relations Act (LMRA) of 1947, 29 U.S.C. § 185.

2. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b)(2) because a substantial part of the events giving rise to the claim occurred within this Court’s geographic jurisdiction.

3. Local 150 is a labor organization representing employees in an industry affecting commerce within the meaning of Sections 2(5), (6), and (7) of the National Labor Relations Act (NLRA), 29 U.S.C. §§ 152(5), (6), and (7), and Section 301 of the LMRA, 29 U.S.C. § 185.

One of its district offices is located at 3511 78th Avenue West, Rock Island, Illinois, within the geographic jurisdiction of this Court.

4. Ryan Companies is a corporation and an employer in an industry affecting commerce within the meaning of Sections 2(2), (6), and (7) of the NLRA, 29 U.S.C. §§ 152(2), (6), and (7), and Section 301 of the LMRA, 29 U.S.C. § 185. The Company is headquartered in Minneapolis, Minnesota, and maintains offices in Westmont, Illinois, and in Cedar Rapids, Iowa.

5. Ryan Companies and Local 150 are parties to a labor contract within the meaning of Section 301 of the Labor-Management Relations Act (LMRA) of 1947, 29 U.S.C. § 185 (Exhibit A).

6. Ryan Companies was a general contractor for certain work on an Amazon fulfillment center in Davenport, Iowa known as “Project Scrabble.”

7. In May and June 2021, Ryan Companies met with the Tri-City Building Trades and Local 150 and committed to use Union signatory contractors for much of the work on “Project Scrabble.”

8. Work was set to begin on “Project Scrabble” in June 2021. At this point, Ryan Companies had several projects at different stages of the bidding process including the grading and excavation, site utility, offsite improvements to the roadway, deep foundations, concrete, carpentry, mechanical, electrical, plumbing, roofing, and an asphalt parking lot.

9. However, Ryan Companies insisted that it needed to use a non-union company for the steel erection project called Building Zone, Inc. (“BZI”). BZI was planning on hiring another non-union company as a subcontractor called Superior Iron for portions of the erection work. This project involved the use of approximately 14 forklifts and three cranes.

10. The operation of forklifts and cranes is work that is typically performed by members of Local 150 and is covered in the scope of Local 150's Industrial, Commercial, Residential, and Building Construction Agreement, effective June 1, 2020 through May 31, 2023, between Local 150 and the Quad City Builders Association ("QCBA Building Agreement") (Exhibit B). The QCBA Building Agreement covers all "operation, assembly, disassembly, and maintenance of all hoisting and portable machines and engines used on building work..." and specifically includes classifications for forklift operators (Exhibit B at 1, 17, 20) and cranes (Exhibit B at 15-17, 19).

11. In order to ensure labor peace at the BZI project, Ryan Companies negotiated an agreement with Local 150.

12. On August 30, 2021, Ryan Companies and Local 150 reached an agreement whereby Ryan Companies would assign the steel erection work to BZI and would assign the associated crane work for the BZI project to a Local 150 signatory crane company ("Agreement") (Exhibit A).

13. As part of the Agreement, Local 150 was required to waive its right to picket, banner, or engage in work stoppages on the BZI project (Exhibit A). In exchange, Ryan Companies agreed that on future projects for this customer in Local 150's District 8 territory, Ryan Companies would only subcontract work to contractors signatory to Local 150's QCBA Building Agreement (*id.*).

14. The Agreement expires on August 30, 2026.

15. After the parties executed the Agreement, the owner of "Project Scrabble" contacted Ryan Companies and asked it to be the general contractor for a conveyor system at

“Project Scrabble.” This was not part of the original assignment of work managed by Ryan Companies.

16. This new project involved the assembly of a lower mezzanine (10-12 feet in the air) and required new columns and stringers to be set. This project involved the use and operation of approximately four forklifts.

17. Pursuant to the terms of the August 30, 2021 Agreement (Exhibit A), Ryan Companies was required to contract the work of operating the forklifts to a company signatory with the QCBA Building Agreement.

18. At all relivant times, Local 150 has honored its commitments and obligations as set forth in the August 30, 2021 Agreement.

19. The August 30, 2021 Agreement does not contain a dispute resolution procedure.

20. On January 12, 2022, Local 150 learned that the operation of the forklifts on the new conveyor system project was being performed by Paramount Millwright Services, a company that is not signatory to the QCBA Building Agreement.

21. On Janury 13, 2022, Local 150 raised the contractual violation with Ryan Companies, but the parties were unable to resolve the dispute.

22. Ryan Companies failed to comply with the Agreement when it subcontracted the work of operating the forklifts on the new conveyor system project to a company that was not signatory to the QCBA Building Agreement.

WHEREFORE, Local 150 prays that the Court enter an order:

- A. ordering Ryan Companies to complete an accounting of all hours worked on the conveyor system project for work covered by the Industrial, Commercial, Residential, and Building Construction Agreement, effective June 1, 2020 through May 31, 2023, between Local 150 and the Quad City Builders Association;

- B. ordering Ryan Companies to pay to Local 150 an amount equal to the applicable wages and benefits provided for in the QCBA Building Agreement for each hour worked on the conveyor system project for work covered by the Industrial, Commercial, Residential, and Building Construction Agreement, effective June 1, 2020 through May 31, 2023, between Local 150 and the Quad City Builders Association;
- C. permanently enjoining Ryan Companies to perform its obligations under the Agreement, and in particular, to subcontract all future projects in Local 150's District 8 territory to contractors signatory to the Industrial, Commercial, Residential, and Building Construction Agreement, effective June 1, 2020 through May 31, 2023;
- D. awarding Local 150 its costs and attorneys' fees for this action; and
- E. awarding such other relief as the Court deems just and proper.

Dated: February 16, 2022

Respectfully submitted,

By: /s/ Robert A. Paszta
One of the Attorneys for Plaintiff

Attorneys for Plaintiff:
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Fx. 708/588-1647

EXHIBIT A



August 30, 2021

(b) (6), (b) (7)(C)

Operating Engineers Local 150 District 8
3511 78th Avenue West
Rock Island, Illinois 46410
Email: (b) (6), (b) (7)(C)@local150.org



(b) (6), (b) (7)(C)

As we have been discussing since May 2021, we are committed to work in harmony with the Tri-City Building Trades. The intention of this letter is to give written commitment to utilize Operating Engineers Local 150 signatory crane operators for the scope of work being completed by Building Zone Inc. (BZI) on the AMZ AR MLI1 project in Davenport IA, known as Project Scrabble. In return BZI would be free to utilize their own employees to operate the remaining equipment for their scope of work. BZI will also hire Superior Iron for portions of the erections on the building. Superior has been contracted (via Ryan's prime sub Prospect Steel) for nearly \$3 million of steel erection work including the 5-story exterior building shafts, single story exterior building appendages at loading docks, fire protection pump house, guard house, and misc. metals. Ryan Companies US Inc. has already committed to utilizing Union signatory contractors for grading and excavation, site utility, offsite improvements of roadway, deep foundations, concrete, carpentry, mechanical, electrical, plumbing, roofing, and asphalt parking lot. All these scopes most likely will utilize OE 150 members for some scope.

If you agree not to picket, banner, or work stoppages for BZI we will honor our commitment to provide crane operators signatory with Local 150 for the BZI scope as outlined above so long as you and your members do not engage in any activity to interrupt or attempt to reassign such work to your members. This includes pickets, banners, grievances, jurisdictional disputes, or any other form or effort to interrupt the work on that project. Then on future projects for this customer located within District 8 (as defined in the 6/1/2020 through 5/31/2023 Industrial, Commercial, Building Construction Agreement) Ryan Companies US, Inc. will only subcontract with companies that are signatory with District 8. This agreement will terminate on 8/30/2026.

Agreement must be executed by 9 a.m. 8/31/2021

Signature Representing the:
Operating Engineers Local 150 District 8

(b) (6), (b) (7)(C)

Signature Representing the:
Ryan Companies US, Inc.

(b) (6), (b) (7)(C)

cc: Paul Almen, Associate General Counsel, Ryan Companies US, Inc.
Project File;

Ryan Companies US, Inc.
625 First Street SE, Suite 175
Cedar Rapids, IA 52401

p: 319-731-2800
ryancompanies.com

EXHIBIT B

**INDUSTRIAL, COMMERCIAL, RESIDENTIAL AND BUILDING
CONSTRUCTION AGREEMENT**

Between

**INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL No. 150**

and

QUAD CITY BUILDERS ASSOCIATION

Effective June 1, 2020

through May 31, 2023

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THIS AGREEMENT, made and entered into this 1st day of June, 2020 by and between the QUAD CITY BUILDERS ASSOCIATION, INC. and its member Contractors and/or individual signers, who are engaged in the construction industry as described herein, each Contractor hereinafter referred to as Employer or Contractor, and the INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 150, hereinafter referred to as the Union.

ARTICLE 1 - JURISDICTION

SECTION 1.1 – RECOGNITION

The Contractors recognize the Union as the sole collective bargaining agent for those employees of the Contractor engaged in the operation, assembly, disassembly, and maintenance of all hoisting and portable machines and engines used on building work and excavating work pertaining to or that may be done in preparation, such as grading and improvement of the property or site, by the Contractor, whether operated by steam, electricity, gasoline, diesel, compressed air, or hydraulic power and including all equipment listed in the wage classification contained herein, or any other power machine, including when operation of such machine is done remotely or by remote, that may be used by the Contractor for the construction, alteration, repair or wrecking of a building or buildings, in the Counties of Rock Island and Mercer, the west half of Henry and the following described portion of Whiteside County, in Illinois, which shall include all territory in the west portion of Whiteside County from the fifth (5th) sectional line east of Morrison, Illinois, running directly north and south, and the Counties of Cedar, Clinton, Des Moines, Lee, Louisa, Muscatine, and Scott in the State of Iowa, except in mortar mixers or concrete mixers 3 1/2 S or smaller with no skip attached, pumps other than described in Article 20. When additional employees are needed to maintain or assist in the operation, assembly, disassembly, or maintenance of any type, said work shall be done by members of the Bargaining Unit unless explicitly required by this agreement or tradition. The Contractor will not be held responsible for heating plants over which he has no control when used in the temporary heating of a building under construction. Employees in the bargaining unit herein described are hereinafter referred to as "Employees" or "Engineers" or "Operators".

Territorial Jurisdiction Of Local 150



SECTION 1.2 - Work that pertains to sewers, water mains, grading and paving of streets or grading and landscaping of property site, on any private home development project, shall be subject to coverage here under. All construction, erection, modification, addition to or improvement within Industrial, Institutional and Commercial property boundaries shall be subject to coverage hereunder. This shall include but not be limited to Treatment Plants, Water Treatment Plants, Power Plants, Pumping Stations and Sewer Treatment Plants.

SECTION 1.3 – FAVORED NATIONS

Should the Union enter into any modification of this Agreement with any employer party to this Agreement that includes terms and conditions, for work covered by this agreement, that are more advantageous to such employer than the terms and conditions of this Agreement, the Union must disclose the modified terms or concessions to the employers party to this Agreement and allow those terms or conditions to apply for such work performed under this Agreement whenever the employer competes with such employer with the more advantageous agreement.

SECTION 1.4 – SUBCONTRACTOR

The Contractor agrees that he will not subcontract or sublet any work covered by this Agreement that is recognized as the work of the Operating Engineers covered by this Agreement, to be performed at the site of the construction or repairs or alteration unless the Contractor to whom the work is subcontracted or sublet is signatory to this Agreement or to a Project Agreement.

If the present restrictions of the Federal Law relative to site picketing are changed, the aforementioned limitations on "strikes" and "any other concerted activity" shall not bar the Union from any legal economic measures or concerted activity it might take against the subcontractor even though the same may affect the contractor at the site.

SECTION 1.5 – NO DISCRIMINATION

It is understood and agreed that the Employer shall not discriminate against any member of the Union, any of its officers, its stewards, or any member serving as a member of a committee authorized by the Union based upon their Agreement, there shall be no discrimination by the Employer or the Union against any individual because of such individual's age, race, color, religion, gender, sexual orientation, disability, or national origin, and when the words in the masculine are used herein it shall include the feminine.

SECTION 1.6 - DISCHARGE

The Employer shall have the right to discharge any employee for just cause. The Employer shall notify the Union within twenty-four (24) hours of the discharge of such employee.

A written notification to the Union is required in those instances where an Employer does not want a member to be re-dispatched to their company in the future. This "do not dispatch" letter must be sent by the Employer to the Local 150 Dispatch office within a reasonable time of the termination of the employee's employment not to exceed one (1) week. The member will be unavailable for dispatch to that Employer for a period of two (2) years or at the discretion of the Employer.

SECTION 1.7 - JOB CONFERENCE

If a project exceeds TWO HUNDRED AND FIFTY THOUSAND DOLLARS (\$250,000) either party may, before or after a job is in progress, if it deems necessary, request a job conference. The job conference must be held within five (5) days from the date of the request. The parties shall reduce the Employers job requirements and Agreements to writing, to be signed by the Employer and the Union Representative. Items discussed at the job conference include, but not limited to, start time, hours of work, lunch period, duration of job, subcontractors, etc.

ARTICLE 2 - UNION SECURITY

SECTION 2.1 - All present employees of the Contractor covered by this Agreement who are members of the Union as of the date of the execution of this Agreement shall, as a condition of continued employment with said Contractor, maintain membership during the life of this Agreement to the extent of tendering the periodic dues and initiation fees uniformly required by the Union as a condition of acquiring or maintaining membership. All present employees of the Contractor covered by this Agreement who are not members of the Union and all employees of the Contractor covered by this Agreement hired after the date of this Agreement shall become members of the Union within eight (8) days following the date of this Agreement or within eight (8) days following the date of hire, whichever is later, and shall, as a condition of continued employment with said Contractor, maintain membership during the life of this Agreement to the extent of tendering the periodic dues and initiation fees uniformly required by the Union as a condition of acquiring or maintaining membership.

SECTION 2.2 - Upon written notice from the Union, advising that an employee covered by this Agreement has failed to maintain membership in the Union in good standing, as covered above, by payment of uniform initiation fees and/or dues as required, the Contractor shall forthwith discharge the employee unless the Contractor has reasonable grounds for believing that membership was not available to the employee on the same terms and conditions generally applicable to other members, or that membership was denied or terminated for reasons other than for failure of the

employee to tender the periodic dues and initiation fees uniformly required by the Union as a condition of acquiring or maintaining membership.

SECTION 2.3 - This article shall not be in force or effect for any employment within the boundaries of Iowa, or any other State which has or enacts a statute, act or law prohibiting Union membership or affiliation as a condition of employment, provided the law is applicable to the Contractors and parties hereto. In the event any State, including Iowa, which has, or during the lifetime of this contract, enacts a statute, act or law prohibiting any Union security agreement, and subsequently repeals such statute, act or law, Article II will become in full force and effect for any employment within the boundaries of that State immediately upon the effective date of such repeal.

SECTION 2.4 - In the event the present Federal Law affecting the time within which an employee shall be required to obtain membership is changed, the provisions of Section 1 hereof with reference to such time shall be amended to conform with such changed time requirement.

SECTION 2.5 - The Union shall endeavor to inform the Association of Contractors signatory in the area. The Association shall endeavor to notify the Union of Contractors or companies inquiring about work subcontractors in the area.

SECTION 2.6 - NOTICE TO THE UNION

The Employer shall give notice to the Union and the appropriate Fund Office, in writing, not later than ten (10) days after the occurrence of any of the events relating to the Employer, occurring after the date hereof:

1. Sale, assignment, transfer, or other change in name or ownership if 51% or more interest is involved;
2. Termination of business;
3. Changes of name commonly used in business operation;
4. Dissolution of corporation; and/or
5. Name and business organization of successor.

ARTICLE 3 - HIRING

When an Employer performs work covered by this Agreement in the areas covered by Local Union No. 150, the following shall apply:

The Employer will obtain all employees used in the performance of such work through the Referral Offices of the Local Union in accordance with the non-discriminatory provisions governing the operating of the Local Union's Referral Offices set out in the current effective Addendum No. 1 to this Agreement as if set forth in full herein.

The Association reserves the right to review any amendments to Addendum No. 1 before it accepts them.

ARTICLE 4 - HOURS OF WORK

SECTION 4.1 - START TIME

The regular starting time for a single shift operation Sunday through Saturday, inclusive, shall be scheduled at one of the following hours: 6:00 a.m., 6:30 a.m., 7:00 a.m., 7:30 a.m., or 8:00 a.m. If the Employer desires to change the established starting time for an individual project the Employer shall notify the Operator(s) before the regular scheduled lunch period the day before the change. The duration of the change shall be no less than One (1) week. If the duration is less than One (1) week the employer shall give notice to both the Operator(s) and the Union within the above-mentioned time frame.

When the Customer or letting agency (whether Local, State, or Federal), requires a delayed start time (for paving operation only) due to seasonal temperatures, the Contractor will be allowed to utilize a delayed start time no later than 9 AM. This rule will only be in effect for the months of October through March of each year, provided the Contractor gives the employees notice prior to quitting time of the previous day. All other work rules in Article 6 of this Agreement shall remain in effect.

SECTION 4.2 - LUNCH PERIOD

The Contractor shall establish a Lunch period for any shift worked, which shall be near the middle of the shift as possible. In the event an operator is required to work thru lunch that operator shall be paid at the rate of one and one-half (1-½) time the regular rate in addition to his normal day's pay.

SECTION 4.3 - TIME OFF

If any employee takes a day off from work during the week, or fails to report for work and the Employer loses machine time on account of the employee being absent, then said employee shall work for straight time on Saturday of that week. If the employee gives the Employer twenty-four (24) hours' notice of his intention to be absent from work and his place is filled and the Employer does not have any lost machine time on account of his absence, then the employee shall be entitled to receive one and one-half (1-1/2) times the regular rate of pay for time worked on Saturday of that week.

SECTION 4.4 - BETWEEN SHIFT BREAK

If an operator is called in to work any time after their normal regular shift and an Eight (8) hour period has not elapsed that operator shall be paid at one and one-half (1-1/2) times the normal rate until an Eight (8) hour off-work period is given to the operator.

SECTION 4.5 - WORK DAY AND WORK WEEK

Eight (8) hours shall constitute a normal day's work between the hours of 6:00 a.m. and 2:30 p.m., 6:30 a.m. and 3:00 p.m., 7:00 a.m. and 3:30 p.m., 7:30 a.m. and 4:00 p.m., or 8:00 a.m. and 4:30 p.m. as the case may be set forth in Section 4.1 of this Article. Forty (40) hours shall constitute a week's work, commencing on Monday and concluding on Friday (five (5) eight (8) hour days).

ARTICLE 5 - SHIFT WORK

SECTION 5.1 - When two (2) shifts are used, the first (1st) shift shall start at 7:00 a.m. and end at 3:30 p.m., with a one-half (1/2) hour period allowed for lunch. The second (2nd) shift shall start at 3:30 p.m. and end at 12:00 midnight with a one-half (1/2) hour period allowed for lunch and the

operator shall receive a TWO DOLLAR (\$2.00) per hour shift differential.

When two (2) twelve (12) hour shifts are used, the first (1st) shift shall start at 7:00 a.m. and end at 7:00 p.m. with one-half (1/2) hour period allowed for lunch. The second (2nd) shift shall start at 7:00 p.m. and end at 7:00 a.m., with one-half (1/2) hour period allowed for lunch and the operator shall receive a TWO Dollar (\$2.00) per hour shift differential. Each shift shall receive twelve (12) hours pay at the applicable pay rate.

When three (3) shifts are used, the first (1st) shift shall start at 7:00 a.m. and end at 3:00 p.m., with a one-half (1/2) hour period allowed for lunch. The second (2nd) shift shall start at 3:00 p.m. and end at 11:00 p.m., with a one-half (1/2) hour period allowed for lunch and receive a TWO DOLLAR (\$2.00) per hour shift differential. The third (3rd) shift shall start at 11:00 p.m. and end at 7:00 a.m., with a one-half (1/2) hour period for lunch and receive a TWO DOLLAR AND TWENTY FIVE CENTS (\$2.25) per hour shift differential. Each shift shall be paid a minimum of eight (8) hours pay at the applicable pay rate.

Where two (2) or more shifts are employed, operators, oilers or fireman shall stay on watch until relieved, at straight time.

The Contractor may choose to work any two of the three shift setups mentioned in all cases the lunch period provisions of the previous Article shall apply.

SECTION 5.2 - It is agreed that no two (2) or more shift propositions will be considered or effective unless the shifts run for three (3) or more consecutive days. The hours outlined for shift work shall apply to overtime shifts as well as straight time shifts.

SECTION 5.3 – OFF SHIFT WORK

For a single shift, outside of regular hours, with respect to in plant and commercial work the hourly rate shall be eight (8) hours pay for seven (7) hours work. The modifying of pay as herein provided shall apply only to shut down work, change over work, and for maintenance work in commercial and industrial installation when such work is performed after original installation. Work in original installations shall be paid for at the regular double time rate, for all time worked outside the regular eight (8) hour day. Arrangements shall be made between Employer and Union for this type of modification.

SECTION 5.4 – IRREGULAR SHIFTS

Where the Contractor, Customer or Government specifies a shift not allowed for in this Agreement, the Contractor shall notify the Union at least forty-eight (48) hours before the start of the project to set up a pre-job conference to establish a starting time. All work rules in Article 7 of this Agreement shall remain in effect. A shift premium of ONE DOLLAR (\$1.00) per hour, in addition to the regular rate of pay, shall be paid in lieu of shift premiums.

ARTICLE 6 - OVERTIME

SECTION 6.1 - All work on Sundays and holidays shall be paid for at double the rate of pay as set forth in this Agreement including all premium pay above the regular rate of pay. This includes, but is not limited to, pay for certifications, boom length, tonnage, and hazmat. All other overtime work shall be paid for at the rate of one and one-half (1-1/2) times the regular rate of pay, (also includes, but is not limited to, pay for certifications, boom length, tonnage, and hazmat) except in the following instances:

1. If any trade performing work that day on the job site receives double time, the Operating Engineers working with that trade will also receive double time. All other overtime will remain as in the Collective Bargaining Agreement.
2. Operators on boilers or heaters used for heating materials, concrete, or space shall be paid one and one-half (1-1/2) times the regular rate for all overtime including Saturdays, Sundays, and Holidays.
3. Employees working within commercial or institutional property boundaries, housing development projects, doing site grading landscaping, sewer, water main or parking area surfaces, paving of streets, outside the building, of any proposed or existing building site shall receive one and one half (1-1/2) times the regular rate for all time worked on Saturday and all time worked before or after the regular starting and quitting time (Monday through Friday). This is not to include or be limited to, excavating of basements, footings, foundations, process piping, or industrial waste lines or ditches.
4. Employees working within industrial property boundaries, doing site grading,

landscaping, or parking area surfaces, paving of streets, outside the building of any proposed or existing building site shall receive one and one half (1-1/2) times the regular rate for all time worked on Saturday and all time worked before or after the regular starting and quitting time (Monday through Friday). This is not to include or be limited to, excavating of basements, footings, foundations, process piping, or industrial waste line or ditches.

5. Time worked after 12:00 midnight Friday to 12:00 midnight Saturday shall be paid for at the rate of one and one-half (1-1/2) times the regular rate. Time worked after 12:00 midnight Saturday to 12:00 midnight Sunday will be paid at the rate of double time (2x). In case of holidays, double time (2x) shall be paid from 12:00 midnight commencing the holiday to 12:00 midnight ending the holiday.

SECTION 6.2 - NO PYRAMIDING

Overtime and/or double time will not be paid twice for the same hour worked. If an employee is eligible for more than one form of overtime or double-time for the same hour worked, the highest rate shall prevail.

ARTICLE 7 - REPORTING NOTIFICATION

SECTION 7.1 - If an employee is scheduled to report for work and their services are not required, they shall be notified prior to the normal time which is required for the employee to leave their residence (not to exceed two (2) hours); otherwise they will be paid two (2) hours at the appropriate rate of pay for reporting on the job, regardless of circumstances. The two (2) hours pay mentioned is to be considered compensation for waiting time, thereby giving the Contractor an opportunity to decide whether starting to work is feasible or not. Said employee must wait on the job for the two-hour period to be eligible for said compensation, unless otherwise directed by the Contractor or the Contractor's agent.

If the Operator is retained on an overtime or double time day, the pay rate for those two (2) hours will be at the appropriate rate according to the Agreement.

SECTION 7.2 - Each employee shall cooperate with the Contractor and the job steward by

giving them a telephone number, the distance of travel in getting to work, and the time required to travel to work, in order to affect the previous section. The Contractor and the job steward or the Union shall cooperate in establishing a system whereby it's possible to give notification to employees without working a hardship on any one individual.

The Contractor shall not be held responsible, in regard to the previous section, in the event that an employee has no reasonable means of contact.

SECTION 7.3 - If an Operator starts to work at the beginning of his scheduled shift, or is retained beyond the two (2) hour waiting period, he shall be paid up to the regularly scheduled lunch period unless because of incompetence, a stoppage occurs due to a breakdown, or inclement weather, in any of which events the employee shall be paid for the actual time worked but in no event less than four (4) hours.

The aforementioned guarantee of four (4) hours under this article shall not apply on projects valued at less than \$100,000. This provision does not apply to daily crane rental and material placement services.

If an Operator starts to work after the regularly scheduled lunch period in the same day he shall be paid up to the regularly scheduled quitting time unless because of incompetence, inclement weather, or if a stoppage occurs due to a breakdown, in which events the employee shall be paid for the actual time worked.

SECTION 7.4 - In the event that an Operator is called to work after the regular lunch period, all provisions contained in this Article regarding show-up pay shall apply; and if said Operator starts to work or is retained beyond the two (2) hour waiting period, he shall receive a minimum of four (4) hours pay.

SECTION 7.5 - Any Operator who misrepresents their qualifications he will not be entitled to any of the aforementioned minimum pay requirements of Article 7.

ARTICLE 8 - PAYMENT OF WAGES DUE

SECTION 8.1 - The Contractor shall pay the employees once every week, the payday to be chosen by the Contractor and shall be within five (5) days from the end of the fiscal week. The pay

shall be in check or direct deposit to a previously agreed upon checking or savings account, at the option of the employee and shall be in full up to the regular quitting time at the end of the fiscal week. Paycheck stubs shall include pertinent information such as itemized deductions and hours worked. Should the employer and employee agree to participate in an electronic Check Direct Deposit Program, the employer shall provide a copy of the pay stub to the employee at the jobsite on the established payday or mail said pay stub to the employee so it arrives on the established pay day.

SECTION 8.2 - Should an employee and employer elect to participate in an electronic Check Direct Deposit Program, Section 8.4 and 8.5 of Article 8 will not apply. The participating employee, when either laid off or discharged, will be paid at the normal pay schedule set by the employer.

SECTION 8.3 -- Time and an employee's pay will be kept to the nearest half hour increment.

SECTION 8.4 - Should an employee covered by this Agreement be laid off, he shall be paid all wages due at the regular quitting time, unless the Contractor has maintained an active office in the area for the past three (3) years prior to the layoff, in which case he may be paid not less than twenty-four (24) hours after the regular quitting time, or mailed his check, postmarked within twenty-four (24) hours after quitting time.

SECTION 8.5 - Should an employee covered by this Agreement be discharged, he shall be paid in full immediately or shall be paid the current wage rate for such time as he is required to wait for his pay. In event the pay office is not more than ten (10) miles from the point of discharge or layoff, the Contractor may request the employee to pick up his final pay so long as said employee is being paid his regular pay rate for travel to said office.

SECTION 8.6 - Should an Operator not be paid in accordance with the aforementioned sections in Article 8, or should the check be returned or unable to clear due to insufficient funds, the Employer shall pay a penalty of eight (8) hours of pay to such employee at the straight time rate or pay for each succeeding twenty-four (24) hours of delay until the employee is paid in full. It is understood the said twenty-four (24) hour periods shall not include Sundays or Holidays. It will be the responsibility of the employee to notify the employer and the union of any wage

payment that is returned or unable to clear due to insufficient funds for the penalty to be in effect. Failure on behalf of the Operator to notify the Employer and the Union the next business day of when they have knowledge of the failure of payment shall result in the forfeiture of any damages due to late payment, prior to the day they notified the parties. This Section does not apply if the lack of payment was outside of the Contractor's control.

SECTION 8.7 - Any notice that the services of an employee, who is considered as being a part of the bargaining unit as described herein, is not needed for any period of in excess of three (3) regular days or shifts, unless a stoppage occurs due to a breakdown or inclement weather, shall be considered as a layoff.

ARTICLE 9 -- HOLIDAYS

SECTION 9.1 - The following days shall be recognized as holidays: New Year's Day, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day. No work shall be performed on Labor Day except to protect life or property.

SECTION 9.2 - It is agreed that should any of the above-mentioned holidays fall on Sunday, the following Monday shall be celebrated as such.

SECTION 9.3 - If an Operating Engineer is working directly with another craft that observes holidays, other than mentioned above and work is performed on that day, said Operator shall receive double the regular rate of pay for that day.

ARTICLE 10 - MACHINE ASSIGNMENT

SECTION 10.1 - The Operators in Classifications 1 and 2 of Article 11 can go from machine A to B then back to A, plus one (1) more machine. This provision shall not apply in loading or unloading unmanned machines in connection with moving to or away from a job site, or incidental non-productive moving on the job site, nor to compressors, earth rollers, form graders, or fine grading equipment, when used on concrete or asphalt paving work.

SECTION 10.2 - The Operators in Classifications 3 and 4 of Article 11 will have unlimited

machine changes.

SECTION 10.3 - If an Operator is regularly assigned to a machine during the regular work week and productive work is required on the Saturday or Sunday of that week, such Operator will be assigned to such particular machine for such Saturday or Sunday work.

SECTION 10.4 - When an Operator is employed by a Contractor for a period of more than three (3) work days and such Operators assigned machine is laid off, such machine must remain inactive for a period of three (3) work days if left on the same job site. If such machine is reactivated within the three (3) day period of time, the assigned operator shall be given first (1st) opportunity of employment on such machine. However, if such Operator is not available, terminated or voluntarily quits, this paragraph shall not apply.

ARTICLE 11 - WAGE SCALES AND CLASSIFICATION

The following scales of wages shall prevail on all projects covered by this Agreement from June 1, 2020 through May 31, 2023. Also, refer to Article 13 herein for Health & Welfare, Retiree Medical Savings Plan (RMSP), Pension, Retirement Enhancement Fund (REF), Vacation Savings, Apprenticeship and Construction Industry Research & Service Trust Fund (CRF), requirements.

<u>FRINGE BENEFITS</u>	<u>6/1/20</u>	<u>6/1/21</u>	<u>6/1/22</u>
Health & Welfare Fund	\$16.10	TBD	TBD
Retiree Medical Savings Plan (RMSP)	\$ 2.75	TBD	TBD
Pension Fund	\$11.40	TBD	TBD
Retirement Enhancement Fund (REF)	\$ 1.05	TBD	TBD
Vacation Savings Fund	\$ 2.00	TBD	TBD
Apprenticeship & Skill Improvement Program (ASIP)	\$ 1.45	TBD	TBD

<u>FRINGE BENEFITS</u>	<u>6/1/20</u>	<u>6/1/21</u>	<u>6/1/22</u>
Construction Industry Research & Service Trust Fund (CRF \$0.90), Quad City Construction Industry Advancement Trust (QCCIAT \$0.20), and Illowa Construction Labor Management Council (\$0.04)	\$ 1.14	TBD	TBD
Total Fringe Package	\$35.89	TBD	TBD

When operators are employed on machines which are different from the machines mentioned herein, and when the machine cannot be identified as within one of the following classifications, then a special Agreement shall be made for the rate of wages by the Business Representative and a Committee of the Contractors who are parties of this Agreement.

<u>PREMIUM WAGES¹</u>	<u>6/1/20</u>	<u>6/1/21</u>	<u>6/1/22</u>
Certified Crawler Crane Operator ²	\$38.50	TBD	TBD
Certified Crane Operator ³	\$37.50	TBD	TBD
Crawler Crane Operator	\$37.50	TBD	TBD
Pilot of a Tow or Push Boat that requires a US Coast Guard License	\$37.50	TBD	TBD
Non-certified Track Excavator w/Bucket Six (6) Cubic yard and over.	\$36.75	TBD	TBD
Certified Dozer Operator	\$36.50	TBD	TBD
Certified Finish Blade Operator	\$36.50	TBD	TBD
Certified Track Excavator Operator	\$36.50	TBD	TBD

¹ Also, refer to Sections 1-11 of this Article 12.

² Local 150 Crane Certification or Operating Engineers Certification Program (OECF).

³ Local 150 Crane Certification or Operating Engineers Certification Program (OECF).

<u>PREMIUM WAGES¹</u>	<u>6/1/20</u>	<u>6/1/21</u>	<u>6/1/22</u>
Non-certified Track Excavator w/Bucket Four (4) Cubic yard and up to but not including Six (6) Cubic yard.	\$36.25	TBD	TBD
Truck mounted Concrete Conveyor or Pumps Extending to 90' or more.	\$36.00	TBD	TBD
Leadman – Mechanic or Equipment Greaser	\$35.75	TBD	TBD

<u>WAGES - CLASS 1</u>	<u>6/1/20</u>	<u>6/1/21</u>	<u>6/1/22</u>
Crane (Truck Crane, Overhead, Rough Terrain/Picker)	\$36.50	TBD	TBD
Tow or Push Boat	\$36.50	TBD	TBD
TOTAL PACKAGE	\$72.39	\$74.50	\$76.65

<u>WAGES - CLASS 2</u>	<u>6/1/20</u>	<u>6/1/21</u>	<u>6/1/22</u>
Asphalt Heater-Planer Unit	\$35.50	TBD	TBD
Asphalt Paver	\$35.50	TBD	TBD
Asphalt Paver Screed Operator	\$35.50	TBD	TBD
Asphalt Plant Operator	\$35.50	TBD	TBD
Automatic Curbing Machines	\$35.50	TBD	TBD
Backfiller (throw bucket)	\$35.50	TBD	TBD
Blastholer Self-propelled Rotary Drill or similar machines	\$35.50	TBD	TBD
Boom Tractor or Side Boom	\$35.50	TBD	TBD
Boring Machine (Directional, Vertical, or Horizontal)	\$35.50	TBD	TBD

<u>WAGES - CLASS 2</u>	<u>6/1/20</u>	<u>6/1/21</u>	<u>6/1/22</u>
Building Hoist (1, 2 or 3 drums)	\$35.50	TBD	TBD
Caisson Auguring Machines	\$35.50	TBD	TBD
Central Redi-Mix Plant Operator	\$35.50	TBD	TBD
Chip Spreader	\$35.50	TBD	TBD
Cleaning and Priming Machine	\$35.50	TBD	TBD
Combination Backhoe Front End loader	\$35.50	TBD	TBD
Combination Concrete Finishing Machine and Float	\$35.50	TBD	TBD
Concrete Breaker or Hydro-Hammer	\$35.50	TBD	TBD
Concrete Conveyor or Pump	\$35.50	TBD	TBD
Concrete Paver	\$35.50	TBD	TBD
Concrete Spreader	\$35.50	TBD	TBD
Concrete Wheel Saw (Large self-propelled)	\$35.50	TBD	TBD
Crusher (Stone, Concrete, Asphalt, Etc.)	\$35.50	TBD	TBD
Curing-Tinning Machine	\$35.50	TBD	TBD
Dipper Dredge Crane man	\$35.50	TBD	TBD
Dipper Dredge Operator	\$35.50	TBD	TBD
Dozer, Push Cat, Etc.	\$35.50	TBD	TBD
Dual Purpose Truck (Boom, Winch, etc.)	\$35.50	TBD	TBD
Excavator	\$35.50	TBD	TBD
Farm-Type Tractor Operating Scoop or Scraper or with Power Attachment as defined in Article 21	\$35.50	TBD	TBD
Forklift (6000 lb. capacity or working heights above 28 ft.)	\$35.50	TBD	TBD

<u>WAGES - CLASS 2</u>	<u>6/1/20</u>	<u>6/1/21</u>	<u>6/1/22</u>
Grader, Motor Grader, Motor Patrol. Auto Grader, Form Grader, Pull Grader, Sub Grader, Elevating	\$35.50	TBD	TBD
Group Equipment Greaser	\$35.50	TBD	TBD
Guard Rail Post Driver	\$35.50	TBD	TBD
Hoists	\$35.50	TBD	TBD
Hydraulic Dredge Leverman or Engineer	\$35.50	TBD	TBD
Hydro-Vac truck mounted or pull type, and similar equipment	\$35.50	TBD	TBD
Laser Screed	\$35.50	TBD	TBD
Loader (Track, Rubber Tire, or Articulated)	\$35.50	TBD	TBD
Locomotive Engineer	\$35.50	TBD	TBD
Low Boys and Flat Bed Trailer ⁴	\$35.50	TBD	TBD
Mechanic- Welder	\$35.50	TBD	TBD
Mechanical loaded Log Chippers or similar machines	\$35.50	TBD	TBD
Milling Machine	\$35.50	TBD	TBD
Mucking Machine	\$35.50	TBD	TBD
Pile Driver	\$35.50	TBD	TBD
Pipe Bending	\$35.50	TBD	TBD
Pug Mill	\$35.50	TBD	TBD
Reclaimer/Tiller	\$35.50	TBD	TBD
Road Widener- Shoulder Spreader	\$35.50	TBD	TBD

⁴ These wages become effective June 1, 2014 and apply where the Contractor has assigned the work to the Union

<u>WAGES - CLASS 2</u>	<u>6/1/20</u>	<u>6/1/21</u>	<u>6/1/22</u>
Scraper (Self-Propelled)	\$35.50	TBD	TBD
Self-propelled Roller or Tire Roller (on asphalt or blacktop)	\$35.50	TBD	TBD
Shovel	\$35.50	TBD	TBD
Slip Form Paver	\$35.50	TBD	TBD
Transfer or Shuttle Buggy	\$35.50	TBD	TBD
Trenching Machine (40 H.P and over)	\$35.50	TBD	TBD
Work Boat (Transporting Material or Personnel)	\$35.50	TBD	TBD
TOTAL PACKAGE	\$71.39	\$73.50	\$75.65

<u>WAGES - CLASS 3</u>	<u>6/1/20</u>	<u>6/1/21</u>	<u>6/1/22</u>
Articulated Off-Road Haul Unit (Retains Article 10 Rights)	\$32.85	TBD	TBD
Asphalt Booster	\$32.85	TBD	TBD
Boiler (Engineer or Fireman)	\$32.85	TBD	TBD
Conveyor over 20 H.P.	\$32.85	TBD	TBD
Distributor	\$32.85	TBD	TBD
Driver on Truck Crane or similar machines	\$32.85	TBD	TBD
Elevator (Permanent inside or Temporary outside)	\$32.85	TBD	TBD
Farm-Type Tractor (Without Power Attachment)	\$32.85	TBD	TBD
Fireman and Pump Operator at Asphalt Plant	\$32.85	TBD	TBD

<u>WAGES - CLASS 3</u>	<u>6/1/20</u>	<u>6/1/21</u>	<u>6/1/22</u>
Forklift (less than 6,000 lb. cap. or working heights below 28 ft.)	\$32.85	TBD	TBD
Grout Pump	\$32.85	TBD	TBD
Mechanical Broom	\$32.85	TBD	TBD
Mud Jack	\$32.85	TBD	TBD
Self-propelled Sheepfoot or Padfoot Roller or Compactor (Other than provided for in Class 2)	\$32.85	TBD	TBD
Straddle Carrier	\$32.85	TBD	TBD
Trench Machine (under 40 H.P.)	\$32.85	TBD	TBD
TOTAL PACKAGE	\$68.74	\$70.85	\$73.00

<u>WAGES - CLASS 4</u>	<u>6/1/20</u>	<u>6/1/21</u>	<u>6/1/22</u>
Air Compressor (400 c.f.m. or over)	\$31.80	TBD	TBD
Compact Loader (Rubber Tire, Track, and Utility)	\$31.80	TBD	TBD
Engine Driven Welding Machine	\$31.80	TBD	TBD
Mechanical Heater (other than steam boiler)	\$31.80	TBD	TBD
Oiler	\$31.80	TBD	TBD
Deck Hand	\$31.80	TBD	TBD
Light Plant	\$31.80	TBD	TBD
Mechanics Helper	\$31.80	TBD	TBD
Small Outboard Motor Boat (Safety Boat and Life Boat)	\$31.80	TBD	TBD

<u>WAGES - CLASS 4</u>	<u>6/1/20</u>	<u>6/1/21</u>	<u>6/1/22</u>
Water Pump Operator (more than one well point pump)	\$31.80	TBD	TBD
TOTAL PACKAGE	\$67.69	\$69.80	\$71.95

The rates of pay for Apprentices are based on a percentage of the Class 2 wage rate as established in the Collective Bargaining Agreements. The Journeyman's wage is subject to change through these Collective Bargaining Agreements.

<u>APPRENTICE WAGES</u>	<u>6/1/20</u>	<u>6/1/21</u>	<u>6/1/22</u>
55% 1 st Year	\$19.55	TBD	TBD
65% 2 nd Year	\$23.10	TBD	TBD
75% 1 st Half of 3 rd Year	\$26.65	TBD	TBD
80% 2 nd Half of 3 rd Year	\$28.40	TBD	TBD
85% 1 st Half of 4 th Year	\$30.20	TBD	TBD
90% 2 nd Half of 4 th Year	\$31.95	TBD	TBD

ARTICLE 12 - PREMIUM PAY DEFINITIONS

SECTION 12.1 - CERTIFICATIONS

- (a) An Operator with the above-mentioned certifications shall present their certification card to the employer in order to receive the Premium Wages Listed in Article 11. The certification pay shall become the base rate of pay only for that specific equipment for which an operator is assigned.
- (b) If the Contractor requests a Crane Operator, such Operator dispatched shall receive the Crane Operator premium pay regardless of the equipment they may be assigned to.

SECTION 12.2 - MACHINE WAGE UPGRADE

If, in changing machines, the rate is higher than the other, the employee shall be paid the

highest rate of pay for that day.

SECTION 12.3 - MULTI-UNIT MACHINES

An Operator of a Multi-Unit machine used in the earth moving industry shall receive an additional SEVENTY CENTS (\$.70) per hour over the regular wage rate, for every extra unit used beyond the normal combination.

SECTION 12.4 - MASTER MECHANIC

A Master Mechanic shall be paid ONE DOLLAR FORTY-FIVE CENTS (\$1.45) over the regular wage rate, or SEVENTY CENTS (\$.70) over the highest paid machine (Excluding Certification Premium) on the job whichever is more.

SECTION 12.5 - TUNNEL WORK

An Operator working in tunnels shall be paid an additional ONE DOLLAR (\$1.00) over the regular wage rate. Underground pay differential shall apply for the full shift, and all overtime, to any operator performing work underground.

SECTION 12.6 - SUPERFUND WORK

Any Operating Engineer doing clean-up work which has been designated Hazardous by the State or Federal Government as part of the Super Fund Cleanup or requiring Class A, B, or C protective equipment as defined in C.F.R. 1910-120, will receive thirty percent (30%) above the pay of Classification No. 2.

Non-superfund Hazardous cleanup will pay as follows:

- (A) Level A - Add THREE DOLLARS (\$3.00) to Classification.
- (B) Level B - Add TWO DOLLARS (\$2.00) to Classification.

SECTION 12.7 - EXCAVATOR BUCKET PAY

- A. Operators on excavators with buckets four (4) cubic yards and up, but not including six (6) cubic yards, shall receive an additional SEVENTY-FIVE CENTS (\$.75) per hour above the base rate.
- B. Operators on excavators with buckets six (6) cubic yards and up shall receive the above mentioned SEVENTY-FIVE CENTS (\$.75) plus an additional FIFTY CENTS (\$.50) per hour above the base rate.

SECTION 12.8 – LONG BOOM PAY

All engineers operating cranes and derricks of all types with boom lengths of ninety feet (90') to one hundred fifty feet (150'), including jib, shall be compensated an additional FIFTY CENTS (\$.50) per hour over and above the regular wage scale for operating such crane. All engineers operating cranes and derricks of all types with booms of more than one hundred fifty feet (150'), including jib, shall be compensated the aforementioned FIFTY CENTS (\$.50) plus an additional TWENTY CENTS (\$.20) per hour over and above the regular wage scale for operating such crane for each additional ten feet (10') of boom or jib. When a boom increment exceeds an even ten foot (10') increment, the operator will receive payment based on the next ten foot (10') increment.

SECTION 12.9 – CAPACITY PAY

All engineers operating cranes and derricks with a manufacturer's rated maximum capacity exceeding fifty (50) tons shall be compensated THREE CENTS (\$.03) per hour for each ton of the rated capacity in excess of fifty (50) tons. Long Boom Pay and Capacity Pay of this Article shall not be pyramided, but the highest rate shall prevail.

SECTION 12.10 – AUGERS AND DRILL RIGS

All engineers operating raised blind hole drills or truck-mounted drill rigs shall be compensated an additional ONE DOLLAR (\$1.00) per hour over and above the regular wage scale for operating such equipment.

SECTION 12.11 TOWER CRANES

Any engineer operating a tower crane or derrick crane and the operators cab or station is elevated fifty (50') feet or more above the adjacent ground or water level, such operator shall receive an additional ONE DOLLAR AND FIFTY CENTS (\$1.50) over scale. Such engineer will be allowed an additional half (1/2) hours pay for prep and climb time at the beginning of each shift at the applicable overtime rate. The Contractor shall also allow ample time for the operator to perform end of shift maintenance and descend from the tower at the end of shift.

ARTICLE 13 – FRINGE BENEFIT FUNDS

SECTION 13.1 Except where expressly noted, when the phrase “the Funds” is used in this Agreement, it means any and all fringe benefit funds or plans referenced in this Agreement including the Midwest Operating Engineers Welfare Fund, the Retiree Medical Savings Plan, the Midwest Operating Engineers Pension Trust Fund (a/k/a “Pension Fund”), the Midwest Operating Engineers Retirement Enhancement Fund, the Local 150 I.U.O.E. Vacation Savings Plan (a/k/a “Vacation Savings”), Operating Engineers Local 150 Apprenticeship Fund, and the Midwest Operating Engineers Construction Industry Research and Service Trust Fund (a/k/a “CRF”).

SECTION 13.2 The Employer shall pay contributions to each of the Funds at the rate required by the Wage Rates and Fringe Benefits provision of this Agreement per hour for each hour for which the employee receives wages under the terms of this Agreement., the Employer shall pay contributions to all of the Funds on behalf of Supervisors, as further described below, and the Employer shall pay contributions to all Funds except Vacation Savings on behalf of owner/operators and relatives, as further described below. Contributions to the Funds shall not constitute or be deemed wages due to the employee.

SECTION 13.3 All the Funds except CRF, QCCIAT, and Illowa maintain a place of business at 6150 Joliet Road, Countryside, Illinois 60525, or at such other place designated by the Trustees. The Employer shall pay contributions to the Funds through Automated Clearing House (ACH) or any mechanism duly designated by the Trustees, at the Trustees’ option. The Trustees may require the Employer to use ACH, or any other mechanism duly designated by the Trustees to pay liquidated damages, interest, or any other sums owed to the Funds.

The Employer shall also submit its contribution reports via I-Remit, or any mechanism duly designated by the Trustees at the Trustees’ option. Where the Employer fails to utilize the Trustees’ designated reporting mechanism, the Funds may charge the Employer a fee set by the Trustees to compensate the Funds for the additional costs associated with non-compliance and

such fee is subject to collection in any suit brought by the Funds. The contribution reports must be completed as required by the Trustees.

The reports and payments are due not later than the tenth (10th) day of the following month. If payment for contributions is not received by the Funds by the twentieth (20th) day of the month, the Employer shall be deemed to be in violation of this Agreement and the aforementioned Trust Agreements and shall be liable for contributions due, liquidated damages, interest, and any other cost of collection.

SECTION 13.4 It is understood and agreed that the Employer shall be bound to the terms and provisions of the Agreements and Declaration of Trust of each of the Funds, and all amendments heretofore or hereafter made thereto, as though the same were fully incorporated herein. Each Employer bound hereby irrevocably appoints as his representative on the Board of Trustees such Trustees as are named in the Agreement and Declaration of Trust as Employer Trustees and their successors duly appointed as therein set forth.

SECTION 13.5 The parties recognize that individuals employed by the Employer may receive compensation in such manner that it is difficult to determine for purposes of fringe benefit contributions the precise number of hours which are spent performing bargaining unit work. It is therefore agreed that when an employee performs bargaining unit work and that employee is: a shareholder, officer, managing member, and/or director of the Employer ("owner/operator") or; a relative (father, mother, son, daughter, brother, sister, husband, wife, in-law) of a shareholder, officer, managing member, and/or director of the corporation; the bargaining parties have agreed that any shareholder/relative reporting under this clause must report one hundred twenty (120) hours per month, twelve (12) months a year, irrespective of the amount of work they perform or the amount of compensation they receive in any individual month. The Employer may elect to report on the basis of actual hours worked per month provided the hours reported are in excess of one hundred twenty (120) hours each month. If the Employer fails to make contributions on behalf of an owner/operator or relative, it is understood and agreed that the affected individual is not entitled to the receipt of benefits.

Corporate officers and their children will be exempt from this provision when they operate equipment doing bargaining unit work during an emergency such as fire, flood or to save life or property.

Anything herein contained to the contrary notwithstanding, an Employer required to make contributions on behalf of a "Supervisor" shall make contributions on the basis of one hundred fifty (150) hours each month. The Employer may elect to report on the basis of actual hours worked per month provided the hours reported are in excess of one hundred fifty (150) hours each month.

The exemptions provided herein do not relieve the Employer from the obligations of Article 10, Section 3 Machine Assignment of this Agreement.

During the term of this Agreement, if the per member/participant cost of providing Welfare Fund benefits to such persons exceeds the total contributions made on their behalf hereunder on an annualized basis, the parties agree to meet and bargain over the need to increase the one hundred twenty (120) hours monthly minimum contribution requirement of this provision. The parties agree that such meetings and bargaining will not be considered a reopening of the contract for any purpose and all other provisions of the agreement shall remain in force and effect through the term of the Agreement.

SECTION 13.6 In computing the amounts due for Vacation Savings, the Employer is required to add the amount per hour to the employee's gross wages and then deduct the Social Security and Withholding Tax from the gross figure on each check. The full amount shall then be set aside for remittance to the Vacation Savings.

SECTION 13.7 The Employer further agrees to be bound by the terms of the Apprenticeship Standards established by the Joint Apprenticeship Training Committee of the Northern Illinois and Northern Indiana Apprenticeship and Skill Improvement Program, as approved by the United States Department of Labor, Bureau of Apprenticeship Training.

ARTICLE 14 – QUAD CITY CONSTRUCTION INDUSTRY ADVANCEMENT TRUST (QCCIAT), CONSTRUCTION INDUSTRY RESEARCH AND SERVICE TRUST FUND (CRF), AND THE ILLOWA CONSTRUCTION LABOR MANAGEMENT COUNCIL (ILLOWA)

Effective June 1, 2020, of the ONE DOLLAR AND FOURTEEN CENTS (\$1.14) going to the CRF contributions, TWENTY CENTS (\$0.20) per hour for each hour worked for which contributions are made will be distributed to the QCCIAT, and FOUR CENTS (\$0.04) per hour for each hour worked for which contributions are made will be distributed to ILLOWA.

Effective June 1, 2021, of the to be determined amount going to the CRF contributions, TWENTY ONE CENTS (\$0.21) per hour for each hour worked for which contributions are made will be distributed to the QCCIAT, and FOUR CENTS (\$0.04) per hour for each hour worked for which contributions are made will be distributed to ILLOWA.

Effective June 1, 2022, of the to be determined amount going to the CRF contributions, TWENTY ONE CENTS (\$0.21) per hour for each hour worked for which contributions are made will be distributed to the QCCIAT, and FOUR CENTS (\$0.04) per hour for each hour worked for which contributions are made will be distributed to ILLOWA.

The QCCIAT maintains an office at 520 24th St. Rock Island, IL 61201. The Employers contribution to the QCCIAT shall be determined by multiplying 0.275% times the total package (Class 2) each year at contract renewal and rounding to the nearest penny per hour for each hour worked by operators.

ILLOWA maintains an office at 2112 53rd Street, Moline, IL 61265.

The Employer agrees to be bound by the Agreement and Declaration of Trust establishing the Industry Advancement Fund as well as any amendment thereto and agrees to be bound by all actions taken by the Trustees of said Industry Advancement Fund pursuant to said Agreement and Declaration of Trust and amendments thereto.

The Administration of this Fund shall be solely in the hands of the Association and no Employer shall pay any funds to any representative of his employees, except for actual services rendered, and provided further that any documents establishing such funds and any amendments

thereto shall be first approved by the Union. An annual audit of the Fund shall be made by a certified public accountant and the Association, at no cost to the Union, shall furnish a copy of the same to the Union.

The Union, at all reasonable time, during regular working hours, upon request, shall have the right, through its representatives, auditors, and attorneys to examine the books and records of the Fund and to extract portions thereof and make copies. The Fund, the Trustees thereof and the Association, agree to indemnify and hold harmless the Union, its Officers, Agents, Representatives, and Members from any claim, suit, cause of action, or otherwise as regard the collection and transmission of the Industry Advancement Fund collections, its Administration or any act or action in connection therewith and such indemnity and agreement to hold harmless shall include the payment of costs and attorneys' fees on behalf of the beneficiaries of such indemnity and shall require immediate notification to the Union of any claim or potential cause of action which might, in any way, effect the Union, its officers, agents, representatives or members.

Anything to the contrary notwithstanding, no expenditure from said Fund shall be made for any activity harmful or injurious to the Union or its members. In the event the Union objects to expenditure for reasons which it deems will be harmful or injurious to it or its members, the activity for which the expenditure is to be made shall cease, and no further expenditures in such connection shall be made. Without in any way intending to limit the nature of prohibited expenditures, no expenditure shall be made for any of the following purposes:

1. Promotion of legislation opposed by the Union or opposition to legislation favored by the Union;
2. Subsidies, indemnities, or payment of any kind to contractors during, or in connection with a period of strike, lockout, or work stoppages;
3. Litigation before any court or administrative body against the Union or the payment of any expenses directly or indirectly involved in any such litigation; and
4. Publicity or public relations campaigns in support of management's position respecting bargaining negotiations with the Union.

The instrument creating the Fund shall contain the provisions of this sub-paragraph.

Contributions of the Employer shall be forwarded to said Fund together with forms supplied for such purposes, not later than the tenth (10th) day of the following month.

Contributions to the aforesaid Industry Advancement Fund and Construction Industry Research and Service Trust Fund shall not constitute or be deemed wages due to the employee. The sole liability of the contributing Employer shall be the payment of hourly contributions as provided in this Article.

Anything herein contained to the contrary notwithstanding, an Employer required to make contributions on behalf of a "Supervisor" shall make contributions on the basis of one hundred one-fifty (150) hours each month. The Employer may elect to report on the basis of actual hours worked per month provided the hours reported are in excess of one hundred fifty (150) hours each month.

The parties recognize that individuals employed by corporations who are party to this Agreement may perform both bargaining unit and/or non-bargaining unit work. Certain of these employees receive compensation in such a manner that it is difficult to determine for purposes of fringe benefit contributions the precise number of hours which are spent performing bargaining unit work. It is therefore agreed that when an employee who is employed by a corporation, performs bargaining unit work and/or non-bargaining unit work and who:

Is a shareholder, officer and/or director of the corporation; or

Is a relative (father, mother, son, daughter, brother, sister, husband, wife, in-law) of a shareholder, officer and/or director of the corporation, the bargaining parties have agreed that any shareholder/relative reporting under this clause must report one hundred fifty (150) hours per month twelve (12) months a year, irrespective of the amount of work they perform or the amount of compensation they receive in any individual month. The Employer may elect to report on the basis of actual hours worked per month provided the hours reported are in excess of one hundred fifty (150) hours each month.

Corporate officers and their children will be exempt from this provision when they operate equipment doing bargaining unit work during an emergency such as fire, flood, or to save life or property.

The exemptions provided herein do not relieve the Employer from the obligations of Article 3 of this Agreement.

If payment for contributions as defined above is not received by the Fund Office by the twentieth (20th) day of the month, the Employer shall be deemed to be in violation of this Agreement and the aforementioned Trust Agreement and shall be liable for contributions due, liquidated damages, interest and any other costs of collection.

ARTICLE 15 - UNION ADMINISTRATIVE DUES

Upon receipt of a properly signed authorization from an employee, the Employer shall deduct said uniform administrative dues for hours paid or worked. The Union shall be responsible for obtaining all individually signed authorizations.

Deductions will be made weekly and reported to the Union on monthly report forms by the tenth (10th) of the following month. If payment is not received by the twentieth (20th) of the month, it shall be considered a violation of this Agreement.

The Union agrees to indemnify and save the Contractor harmless against any and all claims, suits or other forms of liability arising out of said deductions.

ARTICLE 16 - BONDING FOR FRINGES

The Union has the right to require a surety bond from Employers that have not worked in its territory recently or those who are constantly in arrears in contributions.

ARTICLE 17 – PENALTY FOR FAILURE TO MAKE PAYMENTS AND LEGITIMATE PICKET LINE

SECTION 17.1 - PENALTY FOR FAILURE TO PAY PENSION AND/OR HEALTH AND WELFARE AND/OR VACATION CONTRIBUTIONS AND/OR DUES CHECK OFF AND/OR GRIEVANCE AWARDS AND/OR PAC CHECK-OFF

If any Employer upon forty-eight (48) hours written notice of default to the Employer fails to pay pension or health and welfare or vacation or dues check off contributions, the arbitration procedure herein provided for shall become inoperative and the Union shall be entitled to resort to all legal and economic remedies, including the right to strike and picket until such failure to pay has been corrected.

Disputes as to the effectiveness or validity of employee dues deduction authorizations shall not subject a contractor to any right to strike provided for in this Article. The Union must be advised specifically of any such dispute within forty-eight (48) hours of written notice.

SECTION 17.2 - PENALTY FOR FAILURE TO PAY WAGES

If any Employer fails to pay wages, the arbitration procedure herein provided for shall become inoperative and the Union shall be entitled to resort to all legal and economic remedies, including the right to strike and picket until such failure to pay has been corrected including penalties set out in Articles 8 and 13 herein.

This clause shall be inoperative if the amount of wages is bonafide disputed. In such instance, the Employer shall then pay the wages admitted to be due and the balance shall be settled by the arbitration procedure as provided herein.

SECTION 17.3 - LEGITIMATE PICKET LINE

It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter upon any property involved in a legitimate labor dispute or refuses to go through or work behind any picket line, including the picket line of the union party to this Agreement and including picket lines at the Employer's place or places of business. Furthermore, an employee may refuse to cross any picket line when he fears that bodily

harm may be done to him.

ARTICLE 18 - SECURITY PAYMENTS

SECTION 18.1 - The Contractor shall comply with all Federal and State laws governing Workmen's Compensation, Old Age Benefits, Social Security, Unemployment Compensation, and so forth.

SECTION 18.2 - In order to insure employees covered by this Agreement against the hazards of unemployment, resulting through no fault of their own, Employers who are not automatically within the provisions of State Unemployment Acts, or required to make contributions thereunder, hereby agree to make voluntary application to the proper State authorities so as to come within the statutory provisions of the Illinois and Iowa Unemployment Compensation and Workmen's Compensation Acts relating to Employers who are not under said Acts and the Regulations promulgated thereunder, regardless of number employed. The Contractor will furnish the Union their Unemployment Insurance Serial Number. The Contractor will advise each employee during the period of his employment as to which state Unemployment Compensation contributions will be paid in his behalf.

SECTION 18.3 - RECIPROCAL STATE INCOME TAX WITHHOLDING

The Employer will withhold state income tax as required – subject to any applicable, reciprocal, income tax withholding agreement: (1) between Illinois and any other state; and/or (2) between Iowa and any other state. The Employer will take necessary steps to effectuate proper withholding pursuant to any such reciprocal tax agreement.

ARTICLE 19 - COMPETITION COMMITTEE

SECTION 19.1 - The Local Union shall have the authority to make contract concessions during the term of this Agreement. Any such concessions or modifications shall be granted on a project by project basis only.

SECTION 19.2 - Any individual Employer or Employers signatory to this Agreement may

request contract concessions for a specific project. Upon such a request the Local Union may, as appropriate, grant concessions and modifications necessary to assure continued work opportunities for their Employers.

SECTION 19.3 - No wage concessions shall be granted on projects which State or Federal Laws require that a prevailing rate be paid.

ARTICLE 20 - OPERATORS AND MECHANIC FUNCTIONS

SECTION 20.1 - DRIVERS

A driver shall be employed on all truck-mounted cranes with four (4) axles or more including boom dolly (dolly axles shall count as crane axles), and other similar equipment or truck-mounted equipment which is within the jurisdiction of the International Union of Operating Engineers, when in use. If additional help is required on any of the equipment mentioned herein including a concrete pump with a boom, it shall be an operating engineer and he shall receive the Classification No. 3 Wage Rate as set forth in Article 11. Said driver shall also perform duties, which are considered as the duties of an oiler/apprentice, when not actually driving said machine. A driver shall be required on all truck mounted Guard Rail Drivers.

SECTION 20.2 - OPERATOR MAINTANACE

- 1) All maintenance, erection, dismantling, repair, or mechanical work relative to equipment falling within the jurisdiction of this bargaining unit, done on the job site, shall be done by mechanics or operators.
- 2) When mechanics are used in the field, for the repair of a breakdown of a machine which has an operator assigned to its operation, said operator may either assist the mechanic or be temporarily assigned to an unmanned machine while repairs are being made. However, it is understood that operators of machines listed in wage Classification No. 1 & 2 shall be working at all times repairs are being made, either by temporary assignment, or assisting the mechanic.
- 3) An operator shall grease or oil the machine to which he is assigned unless a group equipment greaser or an oiler/apprentice is employed for this purpose. When a group

equipment greaser is used on a production shift, the operator shall assist the equipment greaser.

- 4) An Operator on all hydraulic type backhoes with 360 degree capability and a G.V.W. of forty thousand (40,000) pounds or greater, truck cranes with twenty (20) ton capacity up to a truck crane with 4 axles or more, and all other cranes (including mantis and similar manufactured machine regardless if mounted on tires, tracks, or rail) with twenty (20) ton capacity or greater up to eighty (80) ton capacity, shall be paid one-half (1/2) hour's pay at the appropriate overtime rate for maintenance. The Operator must start one-half (1/2) hour early or stay one-half (1/2) hour later to maintain the machine in order to receive additional pay.
- 5) When equipment greasing operations are scheduled on an off production shift basis, two (2) equipment greasers shall be used and shall work a like number of hours per shift as the operators on the production shift. When two (2) group equipment greasers are used, ONE (1) shall be designated as a leadman and receive an additional TWENTY-FIVE CENTS (\$.25) per hour.

SECTION 20.3- MECHANICS

A. Lead Mechanic

When a project is the size which requires more than one (1) regularly assigned mechanic per shift in either the job site shop or area, then one (1) mechanic shall be designated as a leadman and shall receive TWENTY-FIVE CENTS (\$.25) over the mechanic's regular rate.

B. Mechanics Function

Mechanics are employed by the Contractor because of their knowledge of equipment and their ability to make whatever repairs on equipment that may be required. This shall not absolve the operator of the responsibility of the assigned machine maintenance, or repair, within his qualifications.

C. Mechanics Truck and Tools

It shall not be a requirement for employment that an employee furnish a vehicle for the transportation of tools or equipment on the job. If a mechanic furnishes a truck at the request of

the employer to service a project, the employer and mechanic shall agree upon suitable compensation for truck.

The Company agrees to pay for or replace with equal quality any tools (excluding hand tools guaranteed for life by the manufacturer) broken on the job while working on the Employer's business by mechanics or anyone required to furnish their own tools.

The Company shall maintain an insurance policy or assume the cost risk for employee's tools which may be broken as described above, or portion thereof, on Company premises and while in the Company's utility truck and when the employee is out of town overnight, due to theft by breaking and entry, including fire and explosions or other circumstances that may happen on the Company premises and/or Company's utility truck. In cases of employee gross negligence, the above insurance policy will not apply. The employee will provide the Company with a current inventory list.

SECTION 20.4 - CLARIFICATION OF REPAIR AND MAINTANACE

For clarification, it is agreed that the expression "repair of a breakdown" as used herein is intended to mean any work involving the correction of a stoppage caused by the breaking or wearing out any part of a machine, or that work done to avoid a stoppage by the replacement of worn parts, or that work done to modify such machine.

Maintenance work is intended to mean that work done on a machine which pertains to lubrication, or the minor adjustment of working parts or systems, tire work, and preventive maintenance on cables.

SECTION 20.5 - PUMPS & HEATERS

A. Mechanical Pumps

An Operator shall be required on pumps when they equal a multiple of 6 inches (6") or over and/or any pump six inches (6") or larger is used, regardless of motive power.

One Operator may operate up to four (4) pumps, provided they are within reasonable proximity of each other.

It is also agreed that the Contractor or superintendent may operate two (2) pumps of two inch (2") suction line capacity or one (1) pump of three inch (3") suction capacity; however,

when not operated by the Contractor or superintendent, they shall be operated by another Operator on the job site.

B. Electric Submersible or Electric Deep Well Pumps

An Operator may operate as many electric submersibles or electric deep wells as efficiently will permit. When electrical submersibles or electric deep wells are used as a continuous operation, an Operator will be required no less than one (1) eight (8) hour shift, for each day the pumps are operated or used. The assigned Operator shall be subject to call at any time of the day to assist in the repair, servicing, removal, installation, or relocation of all electric submersibles or deep well pumps. When power for these pumps is produced at the job site by temporary or portable generators, the pumps shall be manned continuously.

C. Mechanical Heaters

The furnishing of an Operator for mechanical heaters shall be at the discretion of the Contractor. If in the Contractor's opinion an attendant is desirable, the attendant shall be an Operating Engineer.

SECTION 20.6 - SMALL EQUIPMENT

A. Welding Machine

An Operator shall be required for engine driven welders five hundred-ninety (590) amp. or more; or multiple of welders totaling over five hundred-ninety (590) amp.

B. Compressors

An Operator shall be required for compressor(s) totaling of four hundred (400) c.f.m or more.

C. Generators

An Operator shall be required on one (1) generator of fifty (50) k.w. or more, or a multiple of generators twenty (20) k.w. or more, totaling fifty (50) k.w. or more except on concrete and asphalt plants.

D. Conveyor

An Operator shall be required on concrete conveyor or conveyors over twenty (20) h.p. At the Contractor's discretion, if an attendant is required on conveyors other than those

mentioned herein, it shall be an Operating Engineer.

SECTION 20.7 - SMALL EQUIPMENT MANNING AND SCALE

GROUP I:	Compressor between 50 and 400 c.f.m.
GROUP II:	One (1) engine driven welder under 590 amp.
GROUP III:	One (1) generator between 20 and 50 k.w.
GROUP IV:	Small engine driven pumps under 6 inches in capacity other than those specifically provided for in this Agreement.
GROUP V:	Mechanical heaters as determined by the Contractor.

- (1) On intermittent work, an Operator already employed by the Contractor on the same job or project may start and stop any one (1) of the machine groups mentioned above.
- (2) When two (2) to five (5) of these machine groups are used at one time, an Engineer is required at the Classification No. 4 Wage Rate.
- (3) When the machine groups mentioned above reach more than five (5) on a job or project, an additional Engineer shall be required and the machine groups divided equally.
- (4) If no Operator is employed on the job site, an operator shall be employed to man said equipment covered by this Article.
- (5) Operators shall perform all construction tasks assigned to them by their employer.
- (6) When compressors over four hundred (400) c.f.m., generators over fifty (50) k.w., or hydraulic pumps, are used exclusively as a source of power for an attachment (pile-driving hammer, extractor, auger, buster, pick, etc.) on machines that require oilers/apprentices whether mounted on the machine or sitting nearby an Engineer will be employed in lieu of an oiler/apprentice. Said Engineer shall operate the above-mentioned equipment along with performing the duties of the oiler/apprentice, and his rate of pay will be the same as that of the Operator.

- (7) When a compressor is used as a source for hydraulic backhoe mounted breakers, the tractor operator shall also run the compressor. However, if an additional person is required in connection with this operation, it shall be an Operating Engineer.

SECTION 20.8 - ELEVATOR/ MATERIAL HOIST

- A. On projects in an existing building, the use of an Operator on a permanent, automatic elevator shall be at the discretion of the Contractor. Whenever an attendant is used, it shall be an Operating Engineer.
- B. On new building construction projects, when all the contractor workman (including those working for all subcontractors and other primes) working on the project, average less than fifteen (15) workmen, or after the job is seventy-five percent (75%) completed, the Contractor may, at his option elect not to use an operator on a completed, permanent elevator which is programmed for automatic operation. In any event, whenever an attendant is used on said elevator, it shall be an Operating Engineer.
- C. All temporary hoists or manlifts, hauling personnel and/or material shall require an Operator at all times when used, whether programmed for automatic operation or operated manually.

ARTICLE 21 - OILERS AND FIREMEN FUNCTIONS

SECTION 21.1 - REQUIRED OILER MACHINES

The Contractor agrees to use an Oiler/Apprentice on all machines listed below:

- Machines used for driving pile
- Machines used for auguring caissons
- Power Shovel
- Draglines
- Clamshells
- Trenching Machine forty (40) H.P and over
- Dredges

- All Friction Rigs, All Hydraulic Crawler Rigs, and all Rough terrain crane/pickers including mantis and similar manufactured machines regardless if mounted on tires, tracks or rail over eighty (80) ton capacity based off of the original manufactured specifications
- Tower Cranes
- Tow or Push Boats four hundred (400) H.P and over
- Milling Machine⁵

SECTION 21.2 - OILER FUNCTION

The oiler/apprentice or fireman, when not firing, oiling or greasing machinery, shall perform the duties of ground man around the machine, such as spotting trucks or moving and resetting mats when directed to do so by the Operator or Contractor.

SECTION 21.3 - OILERS WORK DAY

Oilers/Apprentices are to start their day's work one-half (1/2) hour ahead of the regular starting time of the Operator and will take a one (1) hour lunch period. The oiler/apprentice will perform maintenance on the machine during the Operator's lunch period. The oiler's/apprentice's work day shall terminate at the same time as the Operator.

ARTICLE 22 - CRAFT FOREMAN

Where an employer employs fifteen (15) or more Operating Engineers per shift on a project, the Employer shall employ a Craft Foreman selected by the Union and shall pay such individual the wages provided for in this Agreement. Where an Employer employs thirty (30) or more Operating Engineer per shift on a project the Employer shall employ an Assistant Craft Foremen selected by the Union and shall pay such individual the wages provided for Craft Foremen in the Agreement.

The Craft Foreman will receive a minimum of Two Dollars (\$2.00) above Class 1 wages or will be paid the same amount as the highest paid operator on the Contractor's payroll for that

⁵ Over 48" or a machine with ground controls

job, not to exceed Ten Dollars (\$10.00) above Class 1. The Assistant Craft Foreman will receive the same wages as the Craft Foreman, but not to exceed Four Dollars (\$4.00) above Class 1.

The Craft Foreman will be a working mechanic or operator and be the lead man of the employees in the Bargaining Unit. Such individual, however, shall neither have the authority to, nor shall he exercise any of the functions customarily exercised by supervisors within the meaning of the National Labor Relations Act, as amended. In no way shall such individual be deemed to be an agent of the Union. The Craft Foreman shall assist in the assignment of all operating engineers, apprentices and oilers employed on the project.

The Craft Foreman may operate or repair equipment on an emergency basis or in the event of illness or injury of the regularly assigned engineers or mechanic for one shift only. He shall, in addition, supervise the on-the-job training of Apprentices by Journeymen.

In the event more than four (4) machines in Class 1, 2, 3, or 4 are retained on any project to be operated by members of the bargaining unit on any and all overtime, the Craft Foreman will be retained. The Employer will make every effort to cooperate with the Craft Foreman in respect to the assignment of duties of the employees in the bargaining unit.

An Operating Engineer servicing and operating the following listed machines: Air compressors, Generators, Mechanical Heaters, Small Electric Winches, Welding Machines, Pumps and Steam Generators shall not be counted as employees in determining the number of men in the bargaining unit requiring a Craft Foreman. The above provisions shall apply to all shift work done pursuant to the terms of this agreement.

ARTICLE 23 - DRINKING WATER, SAFETY AND SANITATION

SECTION 23.1 - The Contractor shall furnish suitable drinking water and sanitary cups, on the job site. Iced drinking water shall be furnished during the warm season.

SECTION 23.2 - The Contractor will not discharge an employee for failure to work under police protection or to violate a picket line.

SECTION 23.3 - The Contractor agrees to use reasonable safety precaution to protect the employees and the machines they operate from the dangers of falling materials. Clearing tractors

are to have an adequate canopy over the machine and Operator.

SECTION 23.4 - The Contractor shall furnish sanitary toilet facilities, on the job site, where and when practical. If facilities are not provided onsite, then the Operator will be provided a reasonable amount of time to drive to the nearest available facility.

SECTION 23.5 - Employees shall be furnished reasonable protection from the elements of the weather. Said protection shall include umbrellas and heat housers.

SECTION 23.6 - Haul roads shall be maintained and attended to, so as to adequately keep the dust down.

ARTICLE 24 - PHYSICAL EXAMINATION

When the Contractor requires an employee to take a physical examination or drug test, the Contractor shall assume the cost of said examination, which shall be given by a doctor of the Contractor's choice. The Contractor shall also pay the involved prospective employee for all time spent at the chosen site of examination but not less than two (2) hours wages at the applicable rate for the work they are proposed to do, provided that such operator passes the examination, and provided the operator was not on the payroll of the Contractor at the time the physical examination was taken. Such testing location will be located within 20 miles of the jobsite or the employee's residence.

ARTICLE 25 - DRUG TESTING POLICY

Possession, sale, or use of alcohol or nonprescription drugs on the employer's property, site of construction, or during working hours regardless of the location shall be grounds for termination. Any employee who reports to work under the influence of alcohol or non-prescription drugs shall be subject to termination.

The Union and Contractors recognize the problems of substance abuse in the workplace. By enacting a substance abuse program, we hope to combat the problems associated with substance abuse by creating a drug and alcohol free work environment. This program seeks to balance the

respect of an individual's privacy with our need to keep a safe, productive, drug and alcohol free environment.

Implementation of this policy is at the discretion of the contractor.

I. DEFINITIONS

A. Abuse – any use of a legal drug which impairs an individual's faculties (other than use of a legal drug for appropriate purposes in accordance with applicable medical directions).

B. Drug – any drug or substance defined as a controlled substance and included in schedule I, II, III, IV, or V under the federal controlled substances act, 21 U.S.C. 801 et seq.

C. Legal Drug – a drug for which there is a valid prescription, or an over the counter drug.

D. Prospective employee – a person who has made an application, whether written or oral, to a company to become an employee or who has been sent by the union to an employer for employment.

E. Sample – a sample from the human body capable of revealing metabolites, such as urine. Sample does not include blood (except in situations where a blood test was made on an employee involved in a workplace accident if the test was administered by or at the direction of a person providing treatment to the employee and the test was not made at the request of or by the suggestion of the employer).

F. Medical Review Officer – a licensed physician or physician assistant authorized to practice in any state of the United States who is responsible for receiving laboratory results generated by the company drug or alcohol testing program and who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result together with the individual's medical history and any other relevant biomedical information.

II. RULES

1. An employee may bring to work and take a prescription drug during work hours only if the drug has been prescribed for the employee by a physician or other authorized prescriber (such as

a dentist) and only if the drug is taken in accordance with the prescription directions. All prescription drugs must be kept in the container in which they were received from the pharmacy or other dispenser.

2. An employee must notify their immediate supervisor whenever he or she is using a prescription or over-the-counter drug which potentially may affect safety or work performance. The Company does not seek information on all drugs that an individual may be taking, but only those where there is an indication that the drug may affect performance, or there is a caution that one should not engage in certain activities which are part of the employee's job duties, while taking the drug. The Company reserves the right to take appropriate action (including relieving employees from work) if the use of the drug is impairing or is deemed likely to impair the employee's faculties or work performance. Abuse of legal drugs will not be tolerated and will be dealt with in the same manner as the use of a controlled substance.

3. All employees must report to work in a physical condition that will enable them to perform their jobs in a safe and efficient manner. Employees shall not use, possess, dispense, or receive prohibited substances on or at the job site.

III. TESTING

1. Individuals may be tested for the following reasons by a qualified medical review officer:

a. Pre-employment – The Company may conduct pre-employment drug tests designed to prevent hiring individuals who use controlled substances or who abuse legal drugs. The following drugs for which testing will be done are:

- ❖ Marijuana
- ❖ Cocaine
- ❖ Opiates
- ❖ Phencyclidine
- ❖ Amphetamines, including methamphetamines

The Company may conduct an alcohol test of prospective employees to whom a conditional offer of employment has been made. An alcohol concentration level of .04 or higher, expressed in terms of grams of alcohol, per two hundred ten liters of breath, or its equivalent, is

considered a positive alcohol test result and violates this policy.

b. Reasonable suspicion – A specific active employee may be required to submit to a drug test if the Company has evidence that an employee is using or has used drugs in violation of the written policy. This evidence must be drawn from specific objective and articulable facts and reasonable inferences.

c. Post-accident – evidence that an employee has caused an accident resulting in personal injury, (other than minor injuries requiring only first aid treatment and which do not involve medical treatment), loss of consciousness, restriction of work or motion, or property damage of \$1000 or more.

d. Unannounced Testing of Current Employees – employees may be subject to drug testing which is conducted on a periodic basis, without advance notice of the test and per customer requirements and without individualized suspicion. Employees required to be, pursuant to federal statute; federal regulations or orders issued pursuant to federal law, may be excluded from this policy, but will be subject to such federally mandated testing requirements.

e. Any employee who questions the results of a required drug test may request an additional test be conducted. This test must be conducted on the split sample that was provided by the employee at the same time as the original sample. The employee pays all costs for such testing, unless the results of the split sample test invalidates the result of the original test. The employee's request for a split sample test must be made to the Company within seven (7) days of the notice, or of when reasonable notice would have been given of the original sample verified test results.

f. An employee's test result that shows to be inclusive will be suspended without pay pending the outcome of the test. In the event the confirmed drug test is negative, the employee will be reinstated with back pay and interest on such amount at eighteen percent (18%) per annum for the time off while under suspension.

IV. SCHEDULING

1. Drug and alcohol testing will be scheduled during normal work periods. The time required for testing, including travel time, is considered work time for purposes of FLSA,

compensation and benefits.

2. A minimum of two (2) hours compensation or actual time spent at facility if time exceeds two hours will be paid for pre-employment testing. However, individuals testing positive for drug and/or alcohol will not be compensated.

V. CONFIDENTIALITY

1. All actions taken under this policy and program will be confidential and disclosed only to those with a "need to know".

2. All testing will be conducted at a qualified lab by a medical review officer.

VI. DISCIPLINARY ACTIONS

1. All employees are to report to work in a physical condition that enables them to perform their jobs in a safe and efficient manner. Employees shall not:

- a. use, possess, dispense, or receive prohibited substances on or at the job site;
- b. report to work with prohibited substances in their system.

2. Discipline

a. Refusal to submit to a drug and alcohol test when requested to do so will result in the individual being terminated or in the case of pre-employment, not hired.

b. Applicants testing positive for drug and/or alcohol use will not be hired.

c. Employees found in possession of drug and/or alcohol will be terminated.

d. Employees found under the influence of drugs and/or alcohol while on duty will be subject to termination.

e. Any employee who is currently enrolled in an assistant program and who tests positive, will be suspended until successful completion of the program and a negative test result. However, a second confirmed positive test will result in termination.

f. Terminations under this provision, including the circumstances surrounding the conduct of the drug and/or alcohol test, shall be fully subject to the grievance and arbitration provisions of the contract to the same extent and in the same manner as all other grievances as defined herein.

ARTICLE 26 - LEGAL CONFORMITY

It is the intent of the Contractors and the Union, parties to this Agreement, to comply fully with all State and Federal laws. Any provisions of this Agreement in Conflict with any State or Federal law shall be void. All other provisions and articles of this Agreement shall remain in full force and effect.

ARTICLE 27 - GRIEVANCES AND ARBITRATION

For the purpose of this Agreement, the term "grievance" is any claim or dispute involving an interpretation or application of the Agreement by an employee, or an Employer, or the Union, or the Association that one of the other of the aforesaid persons or organization is violating or has violated this Agreement.

1. All grievances shall be resolved under the provisions of this Article.

STEP ONE: A grievance shall first be taken up between the Union's Business Representative assigned to the job and a designated representative of the Employer.

STEP TWO: In the event that the grievance cannot be resolved within five (5) working days of the Step One conference, it shall be reduced to writing and referred for conference and resolution by designated officials of the Union and the Association.

STEP THREE: In the event the grievance cannot be resolved by the Step Two conference within seven (7) working days after receipt by the Union and the Association of the written grievance, the written grievance shall be submitted immediately to the Joint Grievance Committee created in this Article.

2. A. The Union and Association shall together create a Joint Grievance Committee to resolve grievances arising under this Agreement. This Committee shall consist of an equal number of members representing Employers and the Union; but with no less than three (3) members from each group. In the event that three (3) members are not available, the Union and the Association may appoint any fewer number of members as long as equalized voting is maintained. The Union or Association may appoint alternate members.

B. At its first meeting, the Joint Grievance Committee shall formulate rules of procedure to govern the conduct of its meetings and such rules for the processing of grievances as are not in conflict with this Agreement.

C. The Joint Grievance Committee shall have the power to resolve all grievances before it and shall have the right to examine all records of the Employers and employees as is reasonably necessary to resolve the grievance.

3. Where the Joint Grievance Committee, by majority vote, resolves a grievance, no appeal may be taken and such resolution shall be final and binding on all parties and individuals bound by this Agreement.

4. If the Joint Grievance Committee is unable to resolve a grievance by majority vote, the grievance may be submitted within thirty (30) days to a neutral arbitrator. If the Union and the Association cannot agree on an arbitrator, then an arbitrator shall be selected in accordance with the rules and procedures of the American Arbitration Association and the Arbitration shall be conducted under and in accordance with such rules and procedures. The cost of such arbitration shall be borne equally by both parties to the arbitration: and the decision of the arbitrator shall be final and binding on all parties and individuals bound by this Agreement.

5. The time limits provided in this Section may be extended by mutual written consent of the Union and the Association.

6. Neither the Joint Grievance Committee nor an arbitrator shall have any authority to add to, detract from or in any way alter the provisions of this Agreement or make a new Agreement.

7. A. There shall be no lockout by an Employer during the term of this Agreement.

B. Except as provided in Article 17 of this Agreement, there shall be no strikes or work stoppages by the Union during the term of this Agreement.

ARTICLE 28 - RIGHT OF ENTRY

The Business Representative of the Union shall have the privilege to visit any jobs to enforce the provisions of this Agreement, and he shall use every precaution to avoid delays in the

progress of the work.

ARTICLE 29 - JOB STEWARDS

Job Stewards will be appointed by the Union when it is deemed advisable by either the Union or the Contractor. The Steward shall be selected from among the work force of the Contractor and in such capacity be authorized to hear grievances and attempt to settle same in accordance with the provisions of this Contract.

A Steward shall have no authority whatsoever to cause a strike or to impose unethical conditions on either the Employer or the employees.

It shall be the responsibility of the Steward to promote a harmonious job relationship.

ARTICLE 30 - COVERAGE

This Agreement is intended to cover all matters of wages, and other conditions of employment, including insurance benefits, welfare funds, pension or benefit plans or similar or related subjects (except for equipment not included in wage classifications), and that during the term of this Agreement, the Contractor will not be required to negotiate on any further matters affecting these or any other subjects not specifically set forth in this Agreement.

ARTICLE 31 - IUOE LOCAL 150 QUALIFIED SAVINGS PLAN TRUST

The employer hereby agrees to accept and be bound by the terms and conditions of the International Union of Operating Engineers Local 150 Qualified Savings Plan Trust Agreement, including any amendments or changes thereto, together with such Plan Rules and Regulations as established and maintained in accordance with applicable State and Federal laws and regulations and that such Plan and Fund receive and maintain a tax qualified status with the Internal Revenue Service. The Employer further agrees to pay contributions into said Plan or Fund in such amount as set forth in Article 11, 13, 14, & 15 of the Agreement.

ARTICLE 32 – PAC CHECK-OFF

The Employer will deduct five cents (\$.05) for each hour that the employee receives wages under the terms of the Agreement, on the basis of individually signed, voluntary authorized deduction forms and shall pay over the amount so deducted to the International Union of Operating Engineers, Local 150, Political Action Committee (“IUOE PAC”), 6200 Joliet Road, Countryside, Illinois 60525. It is agreed that these authorized deductions for the IUOE PAC are not conditions of membership in the International Union of Operating Engineers, Local 150, or of employment with Employer and that the IUOE PAC will use such monies in making political contributions in connection with Federal elections. Payments to the IUOE PAC, accompanied by monthly reports on forms so provided by the International Union of Operating Engineers, Local 150, shall be remitted at the same time as required for the monthly pension and welfare payments on a separate check made payable to the IUOE PAC at the above address.

The Union agrees to indemnify and hold harmless the Employer, from any claim, suit, cause of action, or otherwise with regard to creation of this Dues Deduction, its administration or any act or action in connection therewith and such indemnity and agreement to hold harmless shall include the payment of costs and attorneys’ fees on behalf of the beneficiaries of such indemnity.

The Employer and the Union agree to bear their own respective costs incurred in administering the payroll deductions to the IUOE PAC.

ARTICLE 33 – SAFETY

SECTION 33.1 – SAFETY TRAINING

To provide a safe work environment and to fulfill mandates from customers all Operating Engineers will be required to have:

1. OSHA 10 Hour Safety Training (renewed every three years)
2. Current CPR and First Aid Training:

- a. June 1, 2020 to May 31, 2021- Strongly encouraged to have a current CPR, and First Aid training.
- b. June 1, 2021 and thereafter, any operator dispatched will be required to have current CPR and First Aid training

Operating Engineers who are currently certified as EMTs or Paramedics will not be required to have the CPR or First Aid requirements

SECTION 33.2 -- CELL PHONE PROHIBITION

The use of personal communication devices such as cellular phones and audible pagers is prohibited during work hours in work areas, unless the company has provided such devices to the employee for business use only. The employer may require that all personal communication devices be left in the employee's car or lunch box and/or off the job site during work hours. Any employee carrying a non-company issued cell phone/pager with an audible alarm must ensure the alarm is turned off during work hours and in work areas. Employees must not make, return or receive calls on personally owned portable phones during work hours. Employees will have access to communication devices for emergencies. Limited and TEMPORARY exceptions to this policy permitting the use of personally owned communication devices for ongoing personal emergency situations (such as imminent birth of a child) can be made only with the prior and continued approval of the employee's supervisor.

Employees are prohibited from posting images or statements related to project jobsite or Company facilities to social media or other similar platforms.


ARTICLE 34 - DURATION AND TERMINATION

THIS AGREEMENT shall be in force and effect June 1, 2020 through May 31, 2023 inclusive, and shall renew from year to year thereafter unless either party serves written notice upon the other of intent to modify or terminate the Agreement no less than sixty (60) days prior to any expiration date. Upon the service of notice of termination or modification, the parties shall promptly commence negotiations to the end of reaching a new or modified Agreement.

REPRESENTING THE:

QUAD CITY BUILDERS ASSOCIATION, INC.

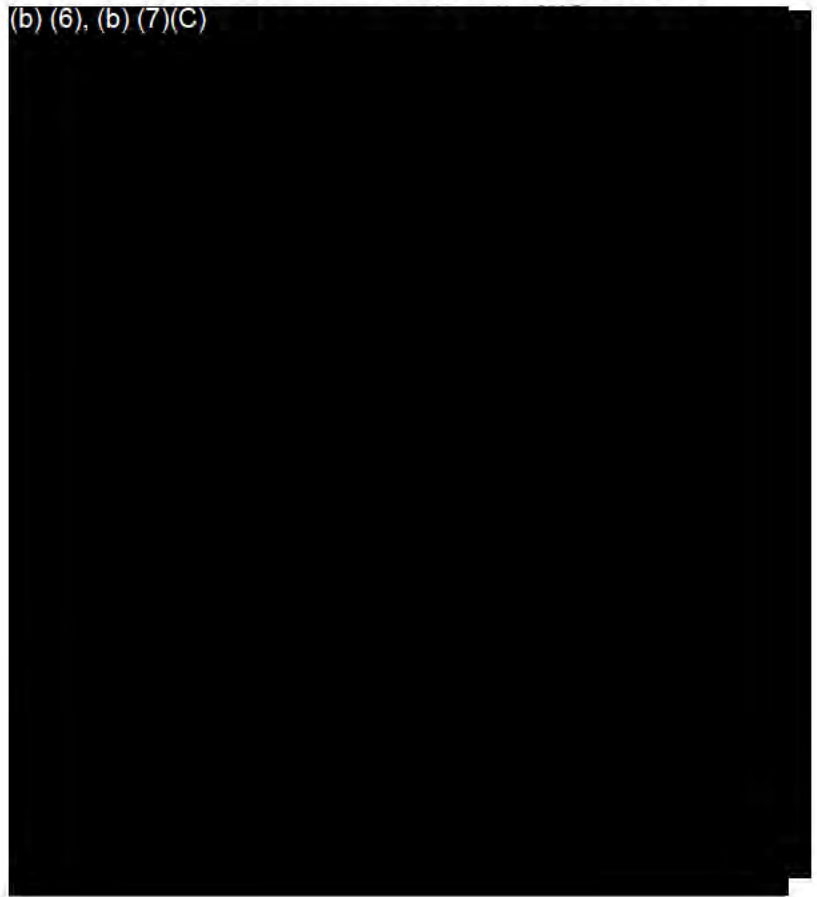
(b) (6), (b) (7)(C)

A large rectangular area of the document is completely redacted with a solid black box.

REPRESENTING THE:

INTERNATIONAL UNION OF OPERATING

(b) (6), (b) (7)(C)

A large rectangular area of the document is completely redacted with a solid black box.

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

MEETING SCHEDULE*

CHICAGO - 4th Thursday

6200 Joliet Road

Countryside, Illinois

JOLIET - 3rd Thursday

1050 N. I-55

and East Frontage Road

LAKEMOOR - 2nd Thursday

28874 Route 120

ROCKFORD - 2nd Thursday

4477 Linden Road

UTICA - 3rd Thursday

740 East U.S. Route 6

LAKEVILLE 3rd Thursday

1001 N. Michigan Avenue

MERRILLVILLE - 2nd Thursday

2193 W. 84th Place

ROCK ISLAND - 2nd Thursday

3511 78th Avenue West

No District Meetings

In Month of June and August

General Membership Meetings

January and July

***Check 150 Engineer for Changes**

ATTACHMENT 2

From: (b) (6), (b) (7)(C)
To: [Rob Paszta](#)
Subject: FW: Project Scrabble contract information
Date: Thursday, February 3, 2022 2:21:54 PM
Attachments: [image005.jpg](#)
[image006.png](#)
[image007.jpg](#)

FYI

From: (b) (6), (b) (7)(C) @RyanCompanies.com>
Sent: Thursday, February 3, 2022 2:17 PM
To: (b) (6), (b) (7)(C) @local150.org>
Cc: (b) (6), (b) (7)(C) @RyanCompanies.com>; (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) @RyanCompanies.com>
Subject: FW: Project Scrabble contract information

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

(b) (6), (b) (7)(C) I spoke with our attorney. He suggested that your attorney draft an email or letter to him laying out 150's position, and he would then be happy to respond.

Our internal attorney is Tim Velner and his email address is tim.velner@ryancompanies.com

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) [@ryancompanies.com](mailto:(b) (6), (b) (7)(C)@ryancompanies.com)

(p) 319-731-2822

(b) (6), (b) (7)(C)

Ryan Companies US, Inc.
625 1st Street SE, Suite 175
Cedar Rapids, IA 52401

ryancompanies.com



From: (b) (6), (b) (7)(C) @local150.org>
Sent: Tuesday, February 1, 2022 3:03 PM
To: (b) (6), (b) (7)(C) @RyanCompanies.com>
Cc: (b) (6), (b) (7)(C) @RyanCompanies.com>; Rob Paszta <rpaszta@local150.org>
Subject: RE: Project Scrabble contract information

EXTERNAL EMAIL: If unknown sender, **DO NOT** click links/attachments. **NEVER** give out your user ID or password.

Good Afternoon (b) (6), (b) (7) - I was talking with our attorney about the process moving forward for enforcement of our agreement and he thought it might be beneficial if both our attorney's had a conversation about the dispute. I don't have your council's contact, so I am including ours in this email, as well as cc'ing him?

IUOE Legal Department
Rob Paszta
708-579-6663

From: (b) (6), (b) (7)(C) @local150.org>
Sent: Wednesday, January 19, 2022 5:35 PM
To: (b) (6), (b) (7)(C) @RyanCompanies.com>
Cc: (b) (6), (b) (7)(C) @RyanCompanies.com>; (b) (6), (b) (7)(C) @RyanCompanies.com>
Subject: Re: Project Scrabble contract information

(b) (6), (b) (7) - as I expressed on our phone conversation, Local 150 does feel you are in violation of the agreement. At the time the agreement was executed, Local 150 had no idea if there would be additions to the existing building under construction or separate buildings sites when we talked about future projects.

There was plenty of rumors of additional work Amazon could do at the site once they started work/project. We felt the language in the agreement covered any scopes of work awarded after the date the agreement was executed which is why we agreed to the agreement in lieu of other proposals Local 150 put forth to settle our dispute. One could characterize it as taking it on the chin knowing going forward would be union and signatory with Local 150 as the agreement states. Local 150 hopes to reach a resolution between the parties over this dispute, but is prepared to do what is necessary to ensure both parties fulfill their obligations under the agreement. To try and limit any correspondence by Local 150 to the BZI steel erection scope of work, again mischaracterizes the agreement's scope. Then to characterize this dispute as jurisdictional is also not accurate as we are talking about a violation of the agreement in which the company hired a company that was not signatory with Local 150 as the agreement calls for. The language from the Millwright cba also is not helpful because it even contradicts what is taking place on the job.

Local 150 seeks a prompt resolution to minimize damages as a result of the violation and look forward to your timely response

Thanks,

(b) (6), (b) (7)

From: (b) (6), (b) (7)(C) @RyanCompanies.com>
Sent: Wednesday, January 19, 2022, 9:47 AM
To: (b) (6), (b) (7)(C)

Cc: (b) (6), (b) (7)(C)

Subject: RE: Project Scrabble contract information

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

(b) (6), (b) (7)(C), I our discussion we do not feel we are in violation of our agreement. Per the attached copy of the side agreement I ask that any request for information on this project be limited to matters addressed in the side agreement and pertain only to crane operators under BZI's scope of work at Project Scrabble in Davenport, IA.

I have also attached as the 2nd page the Millwright agreement language for your information.

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)@ryancompanies.com

(p) 319-731-2822

(b) (6), (b) (7)(C)

Ryan Companies US, Inc.
625 1st Street SE, Suite 175
Cedar Rapids, IA 52401

ryancompanies.com



From: (b) (6), (b) (7)(C)@local150.org>

Sent: Tuesday, January 18, 2022 1:20 PM

To: (b) (6), (b) (7)(C)@RyanCompanies.com>

Cc: (b) (6), (b) (7)(C)@RyanCompanies.com>

Subject: RE: Project Scrabble contract information

EXTERNAL EMAIL: If unknown sender, **DO NOT** click links/attachments. **NEVER** give out your user ID or password.

Please see attached correspondence

Thanks,

(b) (6), (b) (7)(C)

I.U.O.E Local 150

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)@local150.org

(b) (6), (b) (7)(C)

(309) 787-4646 Office

3511 78th Ave West (IL/QC Office)
Rock Island, IL 61201

16452 Hwy 34 (IA Office)
West Burlington, IA 52655

www.local150.org
www.asiplocal150.org



From: (b) (6), (b) (7)(C) @RyanCompanies.com>

Sent: Tuesday, January 18, 2022 11:43 AM

To: (b) (6), (b) (7)(C) @local150.org>

Cc: (b) (6), (b) (7)(C) @RyanCompanies.com>

Subject: Project Scrabble contract information

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Ryan,

Can you please send a written request for the contract information you are looking on project Scrabble. Please also include the purpose for the request. Feel free to send to myself or (b) (6), (b) (7)(C) (copied).

Thank you,

(b) (6), (b) (7)(C)

(p) 612-492-4974

(b) (6), (b) (7)(C)



ATTACHMENT 3

From: [Rob Paszta](#)
To: [Tim Velner](#)
Cc: (b) (6), (b) (7)(C); nwood@bradleyriley.com
Subject: RE: Project Scrabble - IUOE, Local 150 issue
Date: Friday, February 18, 2022 5:02:00 PM
Attachments: [image001.jpg](#)

Great - Thank you for the update.

From: Tim Velner <Tim.Velner@RyanCompanies.com>
Sent: Friday, February 18, 2022 4:21 PM
To: Rob Paszta <rpaszta@local150.org>
Cc: (b) (6), (b) (7)(C) @RyanCompanies.com>; nwood@bradleyriley.com
Subject: RE: Project Scrabble - IUOE, Local 150 issue

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Rob – We have engaged Nancy Wood to represent us and she will be following up with you on the service waiver.

Timothy R. Velner
Senior Attorney

tim.velner@ryancompanies.com

(p) 612-492-4433

(c) 612-990-6323

Ryan Companies US, Inc.
533 South Third Street, Suite 100
Minneapolis, MN 55415

ryancompanies.com



From: Rob Paszta <rpaszta@local150.org>
Sent: Friday, February 18, 2022 9:04 AM
To: Tim Velner <Tim.Velner@RyanCompanies.com>
Cc: (b) (6), (b) (7)(C) @RyanCompanies.com>
Subject: RE: Project Scrabble - IUOE, Local 150 issue

EXTERNAL EMAIL: If unknown sender, **DO NOT** click links/attachments. **NEVER** give out your user ID or password.

Good morning Tim,

We mailed a copy of the complaint and waiver request to the registered agent and corporate officer, but I don't think that is sufficient service under Rule 4 so we'll still need the waiver if you or your client are willing to waive service.

Best,

Rob

From: Tim Velner <Tim.Velner@RyanCompanies.com>
Sent: Thursday, February 17, 2022 3:58 PM
To: Rob Paszta <rpaszta@local150.org>
Cc: (b) (6), (b) (7)(C) <[REDACTED]@RyanCompanies.com>
Subject: RE: Project Scrabble - IUOE, Local 150 issue

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Rob – Looks like you served anyway through our registered agent so you should be set with service.

Timothy R. Velner
Senior Attorney

tim.velner@ryancompanies.com

(p) 612-492-4433

(c) 612-990-6323

Ryan Companies US, Inc.
533 South Third Street, Suite 100
Minneapolis, MN 55415

ryancompanies.com



From: Rob Paszta <rpaszta@local150.org>
Sent: Wednesday, February 16, 2022 3:06 PM
To: Tim Velner <Tim.Velner@RyanCompanies.com>
Subject: RE: Project Scrabble - IUOE, Local 150 issue

EXTERNAL EMAIL: If unknown sender, **DO NOT** click links/attachments. **NEVER** give out your user ID or password.

Tim,

Attached is a complaint that was filed today regarding the Ryan Companies' breach of the agreement. Are you able to accept service on behalf of your client?

Best,

Rob

From: Rob Paszta
Sent: Thursday, February 10, 2022 10:37 AM
To: Tim Velner <Tim.Velner@RyanCompanies.com>
Subject: RE: Project Scrabble - IUOE, Local 150 issue

I understand. I'll work on putting something together in writing and I will get back to you.

From: Tim Velner <Tim.Velner@RyanCompanies.com>
Sent: Wednesday, February 09, 2022 11:38 AM
To: Rob Paszta <rpaszta@local150.org>
Subject: RE: Project Scrabble - IUOE, Local 150 issue

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Not sure what you mean. If you think there is a breach is the referenced agreement, please provide specifics.

Timothy R. Velner
Senior Attorney

tim.velner@ryancompanies.com

(p) 612-492-4433

(c) 612-990-6323

Ryan Companies US, Inc.
533 South Third Street, Suite 100
Minneapolis, MN 55415

ryancompanies.com



From: Rob Paszta <rpaszta@local150.org>
Sent: Wednesday, February 9, 2022 11:35 AM
To: Tim Velner <Tim.Velner@RyanCompanies.com>
Subject: RE: Project Scrabble - IUOE, Local 150 issue

EXTERNAL EMAIL: If unknown sender, **DO NOT** click links/attachments. **NEVER** give out your user ID or

password.

That's what I wanted to discuss, but I understand if you need some time to run things down on your end. I can hold off on doing anything for a few days.

Best,

Rob

From: Tim Velner <Tim.Velner@RyanCompanies.com>

Sent: Wednesday, February 09, 2022 9:31 AM

To: Rob Paszta <rpaszta@local150.org>

Subject: RE: Project Scrabble - IUOE, Local 150 issue

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Thanks for reaching out Rob.

Before we talk, I would like to understand what the recent issues are, how they pertain to the August 30th agreement, and what enforcement action you are referring to.

Timothy R. Velner
Senior Attorney

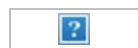
tim.velner@ryancompanies.com

(p) 612-492-4433

(c) 612-990-6323

Ryan Companies US, Inc.
533 South Third Street, Suite 100
Minneapolis, MN 55415

ryancompanies.com



From: Rob Paszta <rpaszta@local150.org>

Sent: Wednesday, February 9, 2022 8:14 AM

To: Tim Velner <Tim.Velner@RyanCompanies.com>

Subject: Project Scrabble - IUOE, Local 150 issue

EXTERNAL EMAIL: If unknown sender, **DO NOT** click links/attachments. **NEVER** give out your user ID or password.



Good morning Tim,

I am writing regarding the recent issues at Project Scrabble concerning the subcontracting of certain work to companies that are not signatory with Local 150, in violation of the August 30, 2021 agreement.

I was hoping that we could talk and try to resolve the issues before moving forward with an enforcement action. I understand that the parties have had a good relationship for many years prior to this project, and there is a desire to get things back on track if at all possible.

I am generally in the office this week – is there a time that would be good for you to talk?

Best,

Rob

Rob Paszta
Associate General Counsel
International Union of Operating Engineers, Local 150
6140 Joliet Road
Countryside, Illinois 60525
(708) 579-6657
rpaszta@local150.org

Case Name: Ryan Companies US, Inc.
Case No.: 18-CD-294056
Agent: Kaitlin E. Kelly, Field attorney

CASEHANDLING LOG

Date	Person Contacted	Method of Contact	Description of Contact or Activity
4/15 (Friday)			Charge says it was filed 4/12 but it was not docketed until 4/15 and assigned to me then. Ltrs went out to parties on 4/15.
4/15 (Friday)	Nancy Wood, CP atty	Email and phone	<p>Sent email notifying her I am assigned to investigate, it's a priority charge, she should have gotten a docketing letter today from us, and as the docketing letter says, CP's are expected to present evidence/affs within 24 hours. Told her I would want to get AFFs scheduled for early next week and told her to e-file any DEV into the case file.</p> <p>She called later, left VM, I returned call later, I left VM.</p>
4/16 (Saturday)	Nancy Wood, CP atty	Email	(b) (5)
4/18 (Monday)	Robert A. Paszta, Union Attorney	Email	<p>Sent him an email notifying him of charge, that I am assigned to investigate it, and asking him to confirm if he is handling for Union, notified him it's a priority charge given 8b4D allegation.</p> <p>He responded he would be handling the charge, said he didn't get docketing letter, asked for copy. I sent him copy of docketing ltr and charge.</p> <p>Exchanged further emails re basis of charge, notified him its about project scrabble, all alleged conduct committed by union (b) (6), (b) (7)(C)</p>
4/18	Nancy Wood, CP atty	Phone	(b) (5), (b) (6), (b) (7)(C)

Date	Person Contacted	Method of Contact	Description of Contact or Activity
(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (5), (b) (6), (b) (7)(C)
(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)
(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)
(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)
4/20	Ashok Bokde, Supervisor	Phone	(b) (5)

Date	Person Contacted	Method of Contact	Description of Contact or Activity
			(b) (5)
4/20	Nancy Wood, CP atty	Email	<p>I emailed her asking to schedule an AFF with (b) (6), (b) (7)(C), (b) (7)(D) .</p> <p>Asked for contact information for the 3 employees (b) (6), (b) (7)(C), (b) (7)(D)</p> <p>Later asked her to e-file commerce questionnaire and a copy of the 1-page agreement with IUEO local 150 Doug White testified about.</p> <p>Later asked her if Ryan Companies has a CBA with the Millwrights union\</p> <p>Note – didn't receive a response that day 4/20</p>
4/20			(b) (5)
4/21	Nancy Wood, CP atty	Email and phone	<p>She emailed and said Ryan Co does not have a CBA directly with Millwrights Local 2158, but Millwrights Local 2158 is part of the same District as Carpenters Local 4, and Ryan Co. does have a CBA with Carpenters Local 4.</p> <p>(b) (5)</p>

Date	Person Contacted	Method of Contact	Description of Contact or Activity
			<p>She responded to my email re AFFs and said (b) (6), (b) (7)(C), (b) (7)(D) [REDACTED], just need a time, and gave contact info for the 3 Paramount employees. I responded with proposed AFF time (b) (6), (b) (7)(C), (b) (7)(D) [REDACTED].</p> <p>She submitted (b) (6), (b) (7)(C), (b) (7)(D) [REDACTED] AFF that AM and a picture of the safety sign at the jobsite.</p> <p>(b) (5), (b) (6), (b) (7)(C), (b) (7)(D) [REDACTED]</p> <p>Emailed her and told her to efile DEV and picture of sign and said (b) (6), (b) (7)(C), (b) (7)(D) [REDACTED] for AFF, tried calling left VM.</p> <p>(b) (5), (b) (6), (b) (7)(C), (b) (7)(D) [REDACTED]</p>
	(b) (6), (b) (7)(C) [REDACTED]		(b) (5), (b) (6), (b) (7)(C) [REDACTED]
4/22	(b) (6), (b) (7)(C) [REDACTED]	Phone	(b) (5), (b) (6), (b) (7)(C) [REDACTED]
4/22	(b) (6), (b) (7)(C) [REDACTED]	Phone	(b) (5), (b) (6), (b) (7)(C) [REDACTED]
4/22	(b) (6), (b) (7)(C) [REDACTED]	Phone	(b) (5), (b) (6), (b) (7)(C) [REDACTED]

Date	Person Contacted	Method of Contact	Description of Contact or Activity
	(b) (6), (b) (7)(C)		(b) (5), (b) (6), (b) (7)(C)
4/22	Robert A. Paszta, Union Attorney	Email	Asked him to confirm Paramount Millwright Services and Tri-City Ironworkers are not signatories to a CBA with Local 150. He so confirmed.
4/25	(b) (6), (b) (7)(C)	Phone	(b) (5), (b) (6), (b) (7)(C)
4/25	(b) (6), (b) (7)(C)	Phone	(b) (5), (b) (6), (b) (7)(C)
4/25	Nancy Wood, ER atty		(b) (5), (b) (6), (b) (7)(C), (b) (7)(D)
4/25	(b) (6), (b) (7)(C)	Phone	(b) (5), (b) (6), (b) (7)(C)
4/26	(b) (6), (b) (7)(C)	Phone	(b) (5), (b) (6), (b) (7)(C)
4/27	Ashok Bokde, Supervisor	Email	(b) (5)
4/27	Rob Paszta, Union atty	Email	Issued EAJA with deadline of 4/29

Date	Person Contacted	Method of Contact	Description of Contact or Activity
4/27	(b) (6), (b) (7)(C)	Email	(b) (5), (b) (6), (b) (7)(C)
4/27	Rob Paszta, Union atty	Email	Responded confirmed receipt of EAJA asked about specific dates of conduct I responded I do not have an exact date but mid to late January 2022.
4/27	Nancy Wood, ER atty	Email	Asked whether the conversations (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) were in person at the jobsite or by phone.
4/27	Rob Paszta, Union Attorney	Email and phone	Late in day he called and left VM and sent email asking how threat was communicated, in person, email, etc.
4/28	Nancy Wood, ER atty	Email	She will ask Doug White and get back to me. She responded conversations were by phoen
4/28	Rob Paszta, Union atty	Email and phone	Notified him for allegation #1 – at the jobsite and by phone. Allegation #2 – at the jobsite. Sent that by email. (b) (5)
4/29	(b) (6), (b) (7)(C)	Email	(b) (5), (b) (6), (b) (7)(C)
4/29	Rob Paszta, Union attorney		E-filed PS for Union.
5/2 (Monday)			OUT OF OFFICE ON LEAVE
5/3 and 5/4			Was out of office for large portions of each day on sick leave.
5/4	Ashok Bokde,	Email	(b) (5)

Date	Person Contacted	Method of Contact	Description of Contact or Activity
	Supervisor		
5/5 – 5/9			OUT OF OFFICE ON LEAVE (b) (5)
5/10	Ashok Bokde, Supervisor	Email	(b) (5)
5/10			Attending seminar 10-5
5/10			Note - CA charge filed by the Union against Ryan Co reassigned from the intern to me union denial of access issue
5/10	Nancy Wood, ER atty	Email and Phone	Called, left VM, and sent email, saying nothing outstanding for the CD case but we asked for a position statement in the CA case on April 28 th and haven't received a response yet. She responded and said she would work on the PS in the CA case.
5/10	Ashok Bokde, Supervisor		(b) (5)
5/11	Acting RA O'Neil		(b) (5)
5/12	RD Hadsall		(b) (5)
5/16	Nancy Wood, ER atty	Phone	(b) (5)
5/17	Nancy Wood, ER atty	Phone	(b) (5)

Date	Person Contacted	Method of Contact	Description of Contact or Activity
			(b) (5)
5/19	Nancy Wood, ER atty	Phone	(b) (5)
5/20	Nancy Wood, Er atty	Phone	(b) (5)
5/20	Ashok Bokde, Supervisor	Email	(b) (5)
5/23			Long form dismissal ltr issued
5/23	Nancy Wood, ER atty	Email	Nancy Wood emailed me about the CA case and provided brief PS via email
5/23-5/24			Attending CLE
5/25	Nancy Wood, ER atty	Email	I emailed in response to her 5/23 email and asked clarifying question about the ER.s PS in the CA case
5/26	Nancy Wood, ER atty	Email	She responded to my clarifying email re the CA case



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 18
Federal Office Building
212 Third Avenue South, Suite 200
Minneapolis, MN 55401-2657

Agency Website: www.nlrb.gov
Telephone: (612)348-1757
Fax: (612)348-1785

May 23, 2022

Nancy Wood
One South Gilbert Street
Iowa City, IA 52240

Re: International Union of Operating Engineers,
Local 150, AFL-CIO
(Ryan Companies US, Inc.)
Case 18-CD-294056

Dear Ms. Wood:

We have carefully investigated and considered your charge that the International Union of Operating Engineers Local 150 has violated the National Labor Relations Act.

Decision to Dismiss: I am declining to issue a notice of hearing, as provided in Section 10(k) of the Act, and I am dismissing your charge for the reasons discussed below:

Your charge alleges that the International Union of Operating Engineers, Local 150 (“Union”) violated Section 8(b)(4)(D) of the Act by harassing, threatening, and intimidating Ryan Companies US, Inc. (“Employer”) and/or subcontractors of the Employer and their employees, in an attempt to force the Employer to assign certain work to the Union that is currently being performed by subcontractor employees who are represented by other unions.

The investigation revealed that the Union and the Employer entered into an agreement in August 2021 wherein the Employer agreed that on certain future projects, it would only subcontract work to companies that are signatories with the Union. After execution of the agreement, the Union learned that the Employer had subcontracted work to Paramount Millwright Services/Tri-City Ironworks, companies whose employees are represented by the Millwrights Union and the Ironworkers Union. Those employees operated fork trucks, work that the Union claims belong to its members. The Union asserted that the subcontracting of this work violated the August 2021 agreement. A Union agent raised this issue with the Employer and told the Employer that (b) (6) would have to do what (b) (6) had to do if the fork truck work was not assigned to a Union operator. There is no evidence that the Union threatened to strike or picket the jobsite, nor did any striking or picketing occur. Rather, the Union filed a lawsuit in District Court seeking to enforce the subcontracting provision in the August 2021 agreement.

While the investigation revealed there may be competing claims for the fork truck work, there was no evidence that the Union used proscribed means to enforce its claim for that work. Specifically, the Union agent’s statement that (b) (6) would have to do what (b) (6) had to do does not rise to the level of threatening or coercive conduct in violation of Section 8(b)(4)(D) of the Act as it does not indicate an intent to engage in proscribed conduct. See *Sheet Metal Workers Local 38 (Corbesco)*, 295 NLRB 1069 (1989)(union agent’s statements “I could not stand idly by and

May 23, 2022

watch another trade perform our work” and “I’ll just take whatever steps I have to necessary to get this work for my members,” too vague and insubstantial to constitute reasonable cause). There is no evidence that the Union threatened anyone that it would strike or picket the jobsite if the work was not assigned to a Union operator, and there is no evidence that the Union attempted to induce or encourage any employees of any entity to engage in a strike or work stoppage. Finally, the Union’s filing of a lawsuit in District Court to enforce the August 2021 agreement does not constitute proscribed conduct.

Because the evidence fails to establish that the Union engaged in any proscribed conduct to force or require the Employer to assign the fork truck work to the Union’s members, I have concluded that there is insufficient evidence to proceed with this matter. Accordingly, I have decided to dismiss your charge.

I am declining to issue a notice of hearing, as provided in Section 10(k) of the Act, and I am dismissing your charge for the reasons discussed below.

Charging Party’s Right to Appeal: The Charging Party may appeal my decision to the General Counsel of the National Labor Relations Board, through the Office of Appeals.

Means of Filing: You must file your appeal electronically or provide a written statement explaining why electronic submission is not possible or feasible. Written instructions for the NLRB’s E-Filing system and the Terms and Conditions of the NLRB’s E-Filing policy are available at www.nlr.gov. See [User Guide](#). A video demonstration which provides [step-by-step instructions](#) and frequently asked questions are also available at www.nlr.gov. If you require additional assistance with E-Filing, please contact e-filing@nlrb.gov.

You are encouraged to also submit a complete statement of the facts and reasons why you believe my decision was incorrect. If you cannot file electronically, please send the appeal and your written explanation of why you cannot file electronically to the **General Counsel** at the **National Labor Relations Board, Attn: Office of Appeals, 1015 Half Street SE, Washington, DC 20570-0001**. Unless filed electronically, a copy of the appeal should also be sent to me.

The appeal MAY NOT be filed by fax or email. The Office of Appeals will not process faxed or emailed appeals.

Appeal Due Date: The appeal is due on **June 6, 2022**. If the appeal is filed electronically, the transmission of the entire document through the Agency’s website must be completed **no later than 11:59 p.m. Eastern Time** on the due date. If filing by mail or by delivery service an appeal will be found to be timely filed if it is postmarked or given to a delivery service no later than June 5, 2022. **If an appeal is postmarked or given to a delivery service on the due date, it will be rejected as untimely.** If hand delivered, an appeal must be received by the General Counsel in Washington D.C. by 5:00 p.m. Eastern Time on the appeal due date. If an appeal is not submitted in accordance with this paragraph, it will be rejected.

May 23, 2022

Extension of Time to File Appeal: The General Counsel may allow additional time to file the appeal if the Charging Party provides a good reason for doing so and the request for an extension of time is **received on or before June 6, 2022**. The request may be filed electronically through the *E-File Documents* link on our website www.nlrb.gov, by fax to (202)273-4283, by mail, or by delivery service. The General Counsel will not consider any request for an extension of time to file an appeal received after June 6, 2022, **even if it is postmarked or given to the delivery service before the due date**. Unless filed electronically, a copy of the extension of time should also be sent to me.

Confidentiality: We will not honor requests to limit our use of appeal statements or evidence. Upon a request under the Freedom of Information Act (FOIA) by a party during the processing of an appeal, the Agency's FOIA Branch discloses appeal statements, redacted for personal privacy, confidential source protection, or other applicable FOIA exemptions. In the event the appeal is sustained, any statement or material submitted may be introduced as evidence at a hearing before an administrative law judge. However, certain evidence produced at a hearing may be protected from public disclosure by demonstrated claims of confidentiality.

Very truly yours,

/s/ Jennifer A. Hadsall

JENNIFER A. HADSALL
Regional Director

Enclosure

cc: Robert A. Paszta, Attorney
International Union of Operating Engineers,
Local 150, AFL-CIO
6140 Joliet Road
Countryside, IL 60525

Nancy Wood
Ryan Companies US, Inc
625 1st Street SE, Suite 175
Cedar Rapids, IA 52401

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

APPEAL FORM

To: General Counsel
Attn: Office of Appeals
National Labor Relations Board
1015 Half Street SE
Washington, DC 20570-0001

Date:

Please be advised that an appeal is hereby taken to the General Counsel of the National Labor Relations Board from the action of the Regional Director in refusing to issue a complaint on the charge in

Case Name(s).

Case No(s). *(If more than one case number, include all case numbers in which appeal is taken.)*

(Signature)

E-FILING TO APPEALS

1. **Extension of Time:** This document is used when the Charging Party is asking for more time to efile an Appeal.
 - If an Extension of Time is e-filed, and there are additional documents to be e-filed simultaneously with it, please e-file those documents under the selection **Correspondence**.
 - After an Extension of Time has already been e-filed, any **additional** materials to add to the Extension of Time should be e-filed under **Correspondence**.
2. **File an Appeal:** If the Charging Party does not agree with the Region's decision on the case, an Appeal can be e-filed.
 - Only **one (1) Appeal** can be e-filed to **each** determination in the Region's decision letter that is received.
 - After an Appeal has been e-filed, any **additional** materials to add to the Appeal should be e-filed under **Correspondence**.
3. **Notice of Appearance:** Either party can e-file a Notice of Appearance if there is a new counsel representing one side or a different counsel.
 - This document is only e-filed with the Office of Appeals after a decision has been made by the Region.
 - This document can be e-filed **before** an Appeal is e-filed.
4. **Correspondence:** Parties will **select** Correspondence when adding documents or supplementing the Appeal or Extension of Time.
 - Correspondence is used to e-file documents **after** an **Extension of Time, Appeal or Notice of Appearance** has been e-filed.
5. **Position Statement:** The Charging Party or Charged Party may e-file a Position Statement.
 - The Charging Party will e-file this document as a supplement of the Appeal.
 - The Charged Party will specifically file one to support the Region's decision.
 - This document should be e-filed **after** an **Extension of Time, Appeal or Notice of Appearance** has been e-filed.
6. **Withdrawal Request:** If the Charging Party decides to no longer pursue their appeal, he/she can e-file a Withdrawal Request to the Office of Appeals.
 - This document should be e-Filed **after** an **Extension of Time, Appeal or Notice of Appearance** has been e-filed.



7. The selections of **Evidence** or **Other** should no longer be used.